

Solicitation Document

Title : **Office, Imaging and Document**

Solicitation Number : **3FNJ-C1-000001-B**

Refresh Number : **26**

Created on June 10, 2011

COVER PAGE

FOR A LIST OF THE CHANGES MADE SINCE THE ISSUANCE OF THE LAST SOLICITATION FOR THE SUPPLIES/SERVICES COVERED HEREIN, PLEASE SEE CLAUSE CP-FSS-2 - SIGNIFICANT CHANGES.

EFFECTIVE APRIL 1, 2010, ALL OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION SHOULD BE SENT ELECTRONICALLY VIA THE EOFFER/EMOD SYSTEM AT THE FOLLOWING LINK:

<http://eoffer.gsa.gov/>

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. 3FNJ-C1-000001-B Refresh 26

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 36 PART (N/A) SECTION (N/A)

COMMODITY: Office, Imaging and Document Solutions

FSC CLASS(ES)/PRODUCT CODE(S): (N/A)

(b) **STANDARD INDUSTRY GROUP:** (N/A)

SERVICE: (N/A)

SERVICE CODE(S): (N/A)

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-18 NEW SCHEDULE PERIODS (NOV 1997)

Effective immediately, this Federal Supply Schedule will no longer have a prescribed beginning and ending date. The schedule period will be continuous, and will contain contracts with contract periods that commence on the date of award (DOA) and expire in five years (exclusion of any options) from the DOA. In addition, Multiple Award Schedule solicitations will become "standing" opportunities for new offers. Unless otherwise noted in the solicitation, new offers may be forwarded at any time. Finally, the Government will award contracts for identical brand name items when offers are determined to be fair and reasonable to the Government.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulations(s) from previous refresh are listed below

Number	Title	Clause/Provision
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	Clause
552.212-73	EVALUATION--COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997) (ALTERNATE I - AUG 1997)	Provision
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	Clause
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004) (ALTERNATE I - DEC 2008)	Clause
52.225-1	BUY AMERICAN ACT SUPPLIES (FEB 2009)	Clause
52.225-3	BUY AMERICAN ACT -- FREE TRADE AGREEMENTS -- ISRAELI TRADE ACT (JUN 2009) (ALTERNATE II -- JAN 2004)	Clause
52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APRIL 2010) (DEVIATED I - OCT 2010)	Clause

The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
52.222-6	DAVIS-BACON ACT (JUL 2005)	Clause
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
552.212-73	EVALUATION--COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Provision
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)	Clause
CP-FSS-30	RESERVED	Provision
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004)	Clause
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)	Clause
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (DEVIATION I - MAY 2003)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES--COOPERATIVE PURCHASING (MAY 2004)	Clause
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	Provision
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)	Clause
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)	Provision
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I -- JAN 2011)	Clause
52.210-1	MATERIAL RESEARCH (APR 2011)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2011)	Provision

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES)	Clause

(SEP 2008) (ALTERNATE I -- FEB 2007)
 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO Clause
 IMPLEMENT STATUTES OR EXECUTIVE ORDERS --
 COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II - DEC 2010)

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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Note: Regulation CP-FSS-2

NOTE: Effective April 1, 2010, the Integrated Workplace Acquisition Center (IWACenter), Schedule 36 will only accept proposals submitted electronically through the eOffer/eMod system. The eOffer/eMod system is a web based application that allows contractors to electronically prepare and submit proposals. Offerors must obtain a valid digital certificate in order to use the eOffer/eMod system. For information on how to obtain digital certificates per DUNs number, please see the following link:
http://eoffer.gsa.gov/eoffer_docs/compliCert.html

Begin Regulation

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: GSA/FAS/3QSAD
 THE STRAWBRIDGE BLDG
 ATTN: Steven Lozada
 20 N 8th ST, 10TH FLOOR
 PHILADELPHIA, PA 19107-3191
 E-MAIL: steven.lozada@gsa.gov

or

Phone (215) 446-5040 or (215) 446-4886.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

Note: Regulation CP-FSS-3

NOTE: Effective April 1, 2010, the Integrated Workplace Acquisition Center (IWACenter), Schedule 36 will only accept proposals submitted electronically through the eOffer/eMod system. The eOffer/eMod system is a web based application that allows contractors to electronically prepare and submit proposals. Offerors must obtain a valid

digital certificate in order to use the eOffer/eMod system. For information on how to obtain digital certificates per DUNs number, please see the following link:
http://eoffer.gsa.gov/eoffer_docs/compliCert.html

Effective January 11, 2010, IWACenter Schedule 36 will only accept contract modification requests submitted electronically through the eOffer/eMod system.

Begin Regulation

CP-FSS-30 (APR 1993)

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

Begin Regulation

**CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING
(JAN 1994)**

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

Begin Regulation

**SCP-FSS-001 GENERAL PROPOSAL SUBMISSION
INSTRUCTIONS (DEC 2010)**

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.
 - (1) Section I Administrative/Contract Data
 - (2) Section II Technical Proposal
 - (3) Section III Price Proposal
- (d) Offers will be rejected if they do not meet all of the following criteria:
 - (1) Submit "Pathway to Success" training certificate.
 - (2) Submit a signed Standard Form 1449 (unless submitting an eOffer).
 - (3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.
 - (4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).
 - (5) The offeror currently has an up to date registration in Central Contractor Registry (CCR).

(6) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.

(7) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).

(8) Submit a completed Commercial Sales Practices (CSP) Format.

(9) Submit a complete Small Business Subcontracting Plan, as applicable.

(e) Withdrawal of Offer: An offeror may withdraw its offer at any time prior to award by submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer. If the offer is withdrawn, it can be resubmitted as a new offer at a later date.

Begin Regulation

SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2010)

(a) Section I *Administrative/Contract Data*:

(1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.

(2) Your offer may be submitted either electronically by eOffer (<http://eoffer.gsa.gov>) or paper proposal. The most recent refresh of this solicitation can be viewed on FedBizOpps. Submissions of previous versions received more than thirty (30) calendar days after the issuing date of this version will be rejected.

(i) If using the eOffer system, it is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document, because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not an electronic signature is present on the document requiring a signature. If submitting an eOffer, the offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government).

(ii) If submitting a paper proposal, the offer must include an original and an electronic copy of the signed SF1449, the Vendor Response Document, GSA-required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government). By signing and submitting the SF1449, the offeror agrees to the contract terms and conditions presented in Part II Contract Terms and Conditions of the solicitation, unless otherwise noted.

(3) If a consultant is being used during or after award, submit an agent authorization letter. See FedBizOpps Document 12 for sample letter.

(4) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.

(5) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has

received in the preceding two years from any previous GSA Schedule contracts or proposals.

(6) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).

(7) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.

(8) Offeror should not submit clauses Incorporated by Reference (IBR) document (FedBizOpps Document 5), which is the full text of all the clauses incorporated by reference.

(9) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.

(10) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.

(11) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.

(12) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as FedBizOpps Document 7 (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2011 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	30%
HUBZone	3%
Small Disadvantaged	5%
Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(b) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

(1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the

company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:

- (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
- (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
- (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
- (v) Describe/identify how you intend to market services to federal clients.
- (vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.

(2) Factor Two *Relevant Project Experience*:

- (i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.
- (ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.
- (iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.
- (iv) Each project description shall include the following customer reference information:
 - (A) Customer/Client Name
 - (B) Project Name/Contract Number
 - (C) Customer Point of Contact for Project
 - (D) POC's phone number and email
 - (E) Project performance period (include months/years)
 - (F) Dollar value of the entire project
 - (G) Dollar value received for the work performed relevant to the SIN offered
 - (H) Brief summary of the project as a whole (background, purpose, etc.)
 - (I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.
- (v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:
 - (A) Detailed description of SIN relevant work performed and results achieved
 - (B) Methodology, tools, and/or processes utilized in performing the work

(C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

(D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays

(E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)

(F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)

(vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.

(3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See FedBizOpps Document 6. Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.

(iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.

(iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.

(4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINS offered, not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.

(i) Describe the internal review procedures which facilitate high quality standards in the organization.

(ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.

(iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.

(iv) Describe how your firm handles potential problem areas and solutions.

(v) Describe the procedures for insuring quality performance while meeting urgent requirements.

(vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(c) Section III *Price Proposal*:

(1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).

(2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.

(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:

- (A) SIN(s) proposed
- (B) Service/Product proposed
- (C) MFC/Best commercial customer
- (D) MFC/Best commercial customer price
- (E) Discount % offered to MFC/Best commercial customer
- (F) Discount % offered to GSA
- (G) Prices offered to GSA (excluding IFF)
- (H) Prices offered to GSA (including IFF)

(3) When training courses are offered, pricing will include the following information:

- (i)
 - (A) Title and brief description of the course, including major course objectives
 - (B) Length of course (number of hours/days)
 - (C) Minimum/Maximum number of participants
 - (D) Price for additional students above minimum (if applicable)
 - (E) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
 - (F) Commercial price of course ("N/A" if offering market based prices)
 - (G) Discount % offered to GSA ("N/A" if offering market based prices)
 - (H) Price of course offered to GSA (excluding IFF)
 - (I) Price of course offered to GSA (including IFF)

(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSAAAdvantageTM. Submit an electronic copy of the description of each course offered.

(4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates.

(5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of

rates are offered, the offeror must identify which is for work at the "customer facility"(i.e., the ordering activity/agency) and which is for work at the "contractor facility."

(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the company's current dated CPL/Standard Rate Sheet (this is a stand alone document that was not prepared for this solicitation). Submit proposals for the base year only. Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670.

OR

(ii) Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

(8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree). These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSAAAdvantage!™. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.

(9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.

(10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP must be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales (CSP).

(11) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

(12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(13) If offering professional services (as defined by 29 CFR 541), offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee

handbook is sufficient.

(14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.

(15) Repair and Alterations (R&A): Applicable to the solicitation N/A: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.

(16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

(i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINs to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

(ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

(iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00
Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.	

(iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

(v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(vi) Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

(vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.

(1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

(2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.

(3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 52.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

(B) Regardless of the method used ,contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA*Advantage!*TM.

(viii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

(ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71

The subcontracting plan threshold has been increased to \$650,000 (\$1,500,000 for construction).

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Part I - GOODS & SERVICES

THE FOLLOWING IS A LIST OF SPECIAL ITEM NUMBERS (SINs) WHICH ARE INCLUDED IN THIS SCHEDULE. CONTRACTS MAY BE AWARDED FOR ONE OR MORE OF THESE SINs.

PLEASE NOTE THAT SINs 20-220, 51-101-7, 47-147, AND 50-180 ARE SET-ASIDE FOR AWARD TO SMALL BUSINESSES ONLY. CONTRACTS FOR ALL REMAINING SINs MAY BE AWARDED TO BUSINESSES OF ANY SIZE.

Group Name: Copiers and All Related Services, Equipment and Supplies

20 220 --- Projection Screen, Stand, Printer (Enlarger), Systems

This SIN includes projection screens for all types of projection applications (including front and rear, portable, manual wall ceiling or electronic wall or ceiling, or wall mount, tripod, theatre video screen, optical). Projection Stands can be used with or without electrical outlets, folding or non-folding, may be self-leveling. Projection Printer (enlargers) allow permit vertical and/or horizontal projection and designed for and used specifically with all types of projectors listed herein. The projection system is a high-definition electronic cinema projection system that delivers film-quality image and digital surround sound. This SIN includes directly related accessories, attachments and supplies.

NOTE: *SMALL BUSINESS SET-ASIDE SIN*

Sales: \$479,511

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: Yes

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

20 300 --- Projectors & Electronic Whiteboards

This SIN includes a wide range of projectors and Electronic Whiteboards. Projectors include both Digital and Still Picture Projectors, (e.g., front screen, rear screen) and LCD, DLP multimedia, High Output, Theater Projector wall/ceiling, opaque, tripod, palm-sized ceiling & overhead, 35mm slide projectors & viewers, and Projecting Sets including 16/35mm motion picture, silent/sound. Includes directly related supplies, attachments and accessories (e.g., digital memory cards, transparency viewer, transparency lenses, and wireless single/dual remote control). Electronic Whiteboards is an interactive electronic whiteboard that can be used in conjunction with projectors to project digital images on the electronic whiteboard. It allows the user to capture, communicate and interact in real-time, edit and publish or e-mail the information right from the PC desktop. It's perfect for net meeting, training, workshops, distance learning and more. The electronic whiteboards are offered in many types and sizes. Includes directly related attachments and accessories (e.g., digital memory cards, transparency viewer, lenses, easels, slide mounters to produce 2x2 slides mounted with 35mm transparency materials, including polyester base films, and wireless single/dual remote control. This SIN includes directly related accessories, attachments and supplies.

Sales: \$305,164

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

50 205 --- Rental Plan for Postage Meters and Related Mailing Equipment

This SIN includes rental plan for postage meters and related mailing equipment (e.g. mail processing and X-Ray systems, mail/parcel scales and weighing machines, inserting).

NOTE: SPECIAL PROVISIONS for Rental of Mailing Management Equipment under SIN 50-205

This mailing equipment SIN 50-205 covers rental services for mailing equipment, related accessories, options, attachments and any other equipment already established under the Group 36 Schedule that may be integrated to present a total solution package under SIN 50-205.

General or Basic Mailing Equipment may be offered under SIN 50 163.

As required by the U.S. Postal Service, Postage Meters are prohibited for outright purchase sale and shall be available for rental only. The meter may be used only for imprinting and recording postage. All contractors must act in accordance with the U.S. Postal regulations that govern the Postage Meters and all other mail equipment.

All postage meters shall be serviced by the contractor and maintained in first-class operating condition without expense to the Government, except for repairs, replacements, and maintenance necessitated by accident, misuse, or negligence of the Government. The contractor must be able to replace any equipment of his manufacture, and to furnish equipment, which is complimentary or additional thereto.

Liability

While the equipment is installed on the Government premises, the contractor shall assume all responsibility for loss or damage to the equipment except for loss or damage caused by the negligence or willful act of the Government.

Installation and Removal

Rental Equipment shall be delivered to the customer at the expense of the contractor (excluding established installation charges). Upon expiration of the rental, the contractor shall pay charges incurred for picking up rented equipment excluding established removal charges.

Prices

The rates for rental shall allow the use of the equipment by primary shifts of eight (8) hours per day/forty (40) hours per week. Extra shift rates shall be indicated in the offer.

Service

An offeror must be competent to service equipment of the make offered under rental within the geographical areas designated in the offer. Offerors must submit and include in their pricelist a list of names and addresses of service representatives responsible to the contractor. This list remains effective unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer. The contractor must repair or replace equipment within nine (9) working hours after a written or oral notice of a breakdown in equipment is received by the contractor, unless otherwise specified by the using activity. If not, deductions of rental charges will be made on the basis of 1/30th of the monthly rate for each day the equipment is inoperative. The contractor shall grant a credit to the Government for any machine, which fails to perform at an effectiveness level 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time by the sum of that time plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly rental charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month the credit would be 13% of the fixed monthly rental charge; if the effectiveness level is 90% or higher there is no credit due under this provision). Any downtime, for which credit is granted in accordance with the paragraph above, shall be excluded from the effectiveness level computation.

Each offeror must provide the reliability factor for each model offered.

In the event that a machine is inoperative, due to machine failure, through no fault or negligence of the Government, and the total number of hours of downtime exceeds ten percent (10%) of the total productive use time for three consecutive calendar months, the Government reserves that right to require the contractor to replace the machine or terminate the order with no termination or removal charges. The purchase option credits for the replacement machines shall not be less than the credits accrued from the date of installation of the original machine, regardless of whether the replacement is made at the request of the Government or for the convenience of the contractor.

Maintenance and Inspection (Postage Meters)

U.S. Postal Service regulations require contractors to inspect the meter and to imprint .00 test meter stamps, and require customers to make the meter and the users postage purchase records and/or receipts immediately available for examination and audit by the U.S. Postal Service or by the contractor upon request. The customer must ensure that the meter is run only at its normal rate of speed. The customer must not make any upgrades or attachments to the equipment. If repair or replacement is needed the customer must notify the contractor.

Orders

A written order shall be the only basis for rental in accordance with these terms and conditions.

Period

Orders for rental shall cover only the period of use of the equipment. Rental charges shall commence on the next working day on which the equipment is installed and ready to operate. Once the order is placed, it will continue in effect during the remainder of the agreed rental contract period depending upon availability of government funds. If the requirement for the service/equipment is discontinued, transferred, or otherwise changed to the extent that the original requirement no longer exists, the Government may cancel the order upon thirty (30)

days written notice to the contractor. Payment to the contractor shall be restricted to the actual period the equipment was in use, prorated on the basis of twelve (12) calendar months to the contract year, thirty (30) days to the month.

Payment

Rental charges shall be computed on the basis of thirty (30) days a month. Charges for fractional parts of a calendar month are to be computed at the rate 1/30 of the monthly charge for each day the equipment is installed and ready for use.

Sales: \$3,227,035

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 55 --- Rental Plan for Copiers

This SIN includes rental plans for all copier equipment. Rental rates cover unrestricted normal use of the rented equipment up to the maximum number of copies (e.g., number of copies per month) identified in the rental agreement. An excess charge per copy is usually assessed for copies over the maximum number of copies provided for under the rental agreement. The rental rate includes full maintenance service (repairs, adjustments, replacements) by authorized service technicians, at no additional cost to the customer. Rental rates do not usually include the cost of consumable supplies.

NOTE: Copiers rented under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

NOTE: YOU MUST COMPLY WITH NOTE: RENTAL PLAN FOR COPIERS (SPECIAL PROVISIONS) 51 55 LISTED ON ATTACHMENT "ADDITIONAL INFORMATION PERTAINING TO SCHEDULE 36"

Sales: \$4,540,481

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 56 --- Repair of Government-Owned Equipment (all equipment covered under this schedule) for equipment not under Maintenance Service

Agreement

This SIN covers repair of any type of copier equipment offered under this schedule and not covered under a maintenance service agreement. Includes directly related attachments, supplies and accessories.

NOTE: SPECIAL PROVISIONS FOR REPAIR AND MAINTENANCE SERVICES
UNDER SIN 51 56

Repair Services (remedial) includes of those unscheduled (call basis) service calls for repairs not caused by fire, water, accident, power line outages or abuse by the agency. This service includes cost of labor, replacement parts and supplies (excluding expendable operating supplies). Offeror must have available or have authorized access to all new parts, or remanufactured, replacement parts and provide all labor required to maintain proper operation of the designated equipment.. IN THE PRICELIST, offeror shall identify prices for all services offered herein and list of names, addresses and phone numbers of authorized dealers responsible for maintenance services. Only those dealers provided may render service, unless the list is subsequently modified.

Charges for services will be computed on the basis of the time during which repairmen are actually engaged in work, plus charges for required parts, regardless of whether repairs are performed at a Government office or at a contractor's shop. When a Government department or agency on two or more pieces of equipment located in one or more buildings within walking distance of each other orders repairs, the charges will be computed from the time the repairman commences work on the first piece of equipment until the work is completed on the last piece of equipment. The time consumed in going between equipment or buildings must be reasonable. The bill must state the location where the maintenance service was performed. All parts use in connection of maintenance service must be new and the contractor will apply the awarded discount.

General Requirements**GEOGRAPHIC SERVICE AREAS:**

Offeror shall list below equipment offered and the geographic areas covered.

Equipment (Make/Model)	Geographic Areas
_____	_____
_____	_____
_____	_____

Service

Services must be rendered within nine (9) working hours) after a written or oral notification. Pick up services for equipment under maintenance, must be made within 3 working days after notification is received. In the event, that the location of the equipment has been changed, the ordering office will advise the contractor immediately.

Agency Installation

Prior to acceptance of any equipment for maintenance service agreement, an inspection visit will be performed at no additional charge to the Government. The government will make arrangements for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or damage exists. All equipment and maintenance inspection visits will be required through the end of the agreement. FAILURE TO PERFORM INSPECTION SERVICE AS STIPULATED IN THE CONTRACT (UNLESS UNLIMITED REPAIRS CALLS ARE ALLOWED) WILL RESULT IN A DEDUCTION OF 1/12 OF THE YEARLY RATE FOR EACH MONTH OF SUCH DELAY. FURTHER FAILURE TO TENDER EMERGENCY SERVICE WITHIN NINE (9) WORKING HOURS (MAXIMUM) AFTER WRITTEN OR ORAL NOTIFICATION, UNLESS OTHERWISE STATED, WILL BE SUBJECT TO A DEDUCTION OF 1/30 OF THE MONTHLY RATE FOR EACH DAY THE EQUIPMENT IS INOPERATIVE. The performance period shall begin within one week of the installation date (unless, delayed in accordance with provision entitled a delay of start of performance period and shall end when the equipment has met the standards of performance for period of thirty (30) consecutive days by operating in conformance with the contractors technical specifications and functional descriptions at an effectiveness level of 90% to 95% or more.

THE CONTRACTOR SHALL GRANT A CREDIT TO THE GOVERNMENT FOR ANY MACHINE THAT FAILS TO PERFORM AT AN EFFECTIVE LEVEL OF 90% DURING ANY MONTH. Any non-performance must be corrected within 30 days of notification from the agency request. If the performance is not corrected within 60 days of written notice, the Government may terminate the agreement and request immediate removal of the equipment. The offeror shall grant a credit to the agency for any machine, which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time, by the sum of that time, plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 90%. Example: if the effectiveness level for a machine is 87% for the month, the credit would be 3% of the fixed monthly maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision. It is the responsibility of the Government to prove default.

Sales: \$1,757,135

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

51 57 --- Maintenance Service Agreement For Copiers

This includes a maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) services consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, and fluctuations in electrical power or customer abuse. The Maintenance Service Agreement and Repair Service include the

cost of labor, transportation, replacement/spare parts, (excluding consumable operating supplies). The greater the distance from the maintenance facility to the user the higher the monthly fees. In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, and for a complete rebuilding or overhauling of Government's equipment are usually not included in the preventative service agreement.

NOTE: SPECIAL PROVISIONS FOR SERVICE MAINTENANCE AGREEMENT SINs:
51-57 & 51-208

Maintenance Service Agreement includes an annual preventative maintenance on Government-Owned Equipment. The Preventative Maintenance covers scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., inspect, test, clean; lubricate, adjust and replace parts when needed) that are designed to reduce equipment failure and extend useful life. For equipment other than copiers, the preventative and repair maintenance agreement may be different and offered in accordance with the agreement between the agency and the contractor will be outlined in the agreement based on their requirements. The price outlined in the maintenance agreement will be established based on the agency's specified needs. IN THE PRICELIST, offerors must identify prices for all services and a list of dealers names, addresses, and phone number of authorized dealers responsible for maintenance.

Maintenance Services offered for 51 208 shall be in accordance with commercial practices.

General Requirements

GEOGRAPHIC SERVICE AREA: Offeror must be competent to service equipment within the scope of the resultant contract or to specific geographic areas. Offeror shall list below equipment offered and the geographic areas covered.

Equipment (Make/Model)	Geographic Area
_____	_____
_____	_____
_____	_____

Service

Services must be rendered within nine (9) working hours after a written or oral notification. Pick up services for equipment under maintenance, must be made within 3 working days after notification is received. In the event, that the location of the equipment has been changed, the ordering office will advise the contractor immediately.

Agency Installation

Prior to acceptance of any equipment for maintenance, an inspection visit will be performed at no additional charge to the Government. The government will make arrangements for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or damage exists. All equipment and maintenance inspection visits will be required through the end of

the agreement. FAILURE TO PERFORM INSPECTION SERVICE AS STIPULATED IN THE CONTRACT (UNLESS UNLIMITED REPAIRS CALLS ARE ALLOWED) WILL RESULT IN A DEDUCTION OF 1/12 OF THE YEARLY RATE FOR EACH MONTH OF SUCH DELAY. FURTHER FAILURE TO TENDER EMERGENCY SERVICE WITHIN NINE (9) WORKING HOURS (MAXIMUM) AFTER WRITTEN OR ORAL NOTIFICATION, UNLESS OTHERWISE STATED, WILL BE SUBJECT TO A DEDUCTION OF 1/30 OF THE MONTHLY RATE FOR EACH DAY THE EQUIPMENT IS INOPERATIVE. The performance period shall begin within one week of the installation date (unless, delayed in accordance with provision entitled a delay of start of performance period and shall end when the equipment has met the standards of performance for period of thirty (30) consecutive days by operating in conformance with the contractors technical specifications and functional descriptions at an effectiveness level of 90% to 95% or more. THE CONTRACTOR SHALL GRANT A CREDIT TO THE GOVERNMENT FOR ANY MACHINE THAT FAILS TO PERFORM AT AN EFFECTIVE LEVEL OF 90% DURING ANY MONTH. Any non-conformance must be corrected within 30 days of notification by the agency.

If the performance is not corrected within 60 days of written notice, the Government may terminate the agreement and request immediate removal of the equipment. The offeror shall grant a credit to the agency for any machine, which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time, by the sum of that time, plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 90%. Example: if the effectiveness level for a machine is 87% for the month, the credit would be 3% of the fixed monthly maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision. It is the responsibility of the Government to prove default.

Sales: \$148,933,064

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J074

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 58 --- Lease to Ownership Plans (LTOP) Copiers

Lease-to-Ownership Plans (LTOP) are intended for customers who want to lease all types of copiers to secure ownership. At the end of the lease period and upon final payment of all charges due, the Title: and the leased equipment is immediately transferred from the contractor to the government customer. The lease rate does not include the cost of maintenance or consumable supplies. Maintenance service is offered under SIN 51 57 Maintenance Service Agreements (Copier).

NOTE: Copiers leased under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

NOTE: YOU MUST COMPLY WITH NOTE: LEASING OF GENERAL PURPOSE

COMMERCIAL EQUIPMENT LISTED ON ATTACHMENT "ADDITIONAL
INFORMATION PERTAINING TO SCHEDULE 36"**Sales:** \$33,225,840**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** W074**Maximum Order :** \$350,000**NAICS**

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 58A --- Operating Lease Plan For Copiers

This SIN includes Operating Lease plans under SIN 51 58a are applicable to copiers only. An operating Lease plan allows Federal customers to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset remains with the lessor. Consumable supplies are available for copier equipment under SIN 51 101 2. Consumable supplies and maintenance service shall be billed as a separate and additional charge.

NOTE: Copiers leased under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

NOTE: YOU MUST COMPLY WITH NOTE: LEASING OF GENERAL PURPOSE
COMMERCIAL EQUIPMENT LISTED ON ATTACHMENT "ADDITIONAL
INFORMATION PERTAINING TO SCHEDULE 36"

Sales: \$40,722,947**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** W074**Maximum Order :** \$350,000**NAICS**

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 58B --- Operating Lease Plan - (All Other Products)

This SIN includes Operating Lease plans under SIN 51 58b are applicable to all other products (e.g., laboratory imaging systems, mailroom equipment, typewriters, darkroom w/equipment and supplies, network optical systems) under this schedule with the exception of copiers. Operating Lease Plan for copiers are accepted under SIN 51 58a. Operating Lease plan allows Federal customers to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset remains with the lessor. Maintenance is not included under this SIN and therefore may be acquired under SIN 51 57. Consumable supplies are not included under this SIN.

NOTE: YOU MUST COMPLY WITH NOTE: LEASING OF GENERAL PURPOSE
COMMERCIAL EQUIPMENT LISTED ON ATTACHMENT "ADDITIONAL
INFORMATION PERTAINING TO SCHEDULE 36"

Sales: \$1,454,449

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : W074

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 100 --- Copiers

This SIN includes analog, engineering, digital/multifunctional copiers having single-color and/or full-color imaging in both desktop and console configurations. Analog copier has only copying capability. Digital/Multifunctional copiers have capabilities such as copying, printing, faxing, scanning to print/file, and/or facsimile with post finishing solutions connected to individual and network stations with solutions. The Multi-functional digital copier may have integrated functional capabilities or have modular expansion capabilities that permits functional upgrading. Both analog and digital/multifunctional copiers may have image enhancement capabilities (e.g., image magnification, reduction, contrast), paper handling capabilities (e.g., automatic paper selection, multiple paper trays, duplexing, collating), and/or document finishing capabilities (e.g., stapling, folding, punching). Copier speeds vary from under 25 copies per minute to over 100 copies per minute with copying volumes from under 1,000 copies per month to over 450,000 copies per month. Engineering copier also includes both analog and digital copiers (e.g., copiers capable of using transparent and opaque originals to produce plain paper, vellum or polyester film copies and capable of copying A to E size drawings. Full color, non-laser copiers, and other non-standard copier equipment (e.g., copy boards and easels) are included. It also includes copy control devices and systems for equipment under this SIN that can be used to limit copier access to authorize users and to record copier usage. The devices include mechanical and electrical copy-controls (e.g., key counters, cartridges, interface kits) and copy-control systems (e.g., central data collection units, and related connection devices as an integrated package). Transparency film is available under SIN 51 101 7 and consumable supplies are available under SIN 51 101 2. This SIN includes directly related attachments, accessories and supplies. (Note: Interactive Electronic Whiteboards are offered under SIN 20 300.

NOTE: Copiers purchased under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

Sales: \$62,285,774

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
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333293	Printing Machinery and Equipment Manufacturing	500 employees
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51 100C --- Cost-per-Copy Plan for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)

This SIN includes cost-per-copy plans; the customer identifies the guaranteed minimum number of copies required per month and the required functional capability of the copier equipment. As necessary to satisfy the customer's requirements, the contractor provides the required copier equipment, including accessories, attachments, copy-control devices and systems, all consumable supplies (except copying paper and transparency films), and full-service maintenance including repair parts. The customer pays a fixed monthly fee based on the customer's guaranteed minimum number of copies per month. For copies over the guaranteed minimum, the customer pays an additional fee for each copy made.

NOTE: Copiers leased under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

NOTE: Offerors shall indicate below the make and model(s) of the copier for each volume band and tier. No limit is place on the number of models entered in the space provided. If additional space is needed, please use a separate page per Volume Band.

Volume Band I

Copier Model(s) Tier 1 (1-24) Tier 2 (25-99) Tier 3 (100-199) Tier 4 (200-299) Tier 5 (300-500)

Volume Band II

Copier Model(s) Tier 1 (1-24) Tier 2 (25-99) Tier 3 (100-199) Tier 4 (200-299) Tier 5 (300-500)

NOTE: YOU MUST COMPLY WITH NOTE: GENERAL REQUIREMENTS FOR COPIER EQUIPMENT LISTED ON ATTACHMENT "ADDITIONAL INFORMATION PERTAINING TO SCHEDULE 36"

Sales: \$7,047,507

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

51 100F --- Flat Rate Monthly Fee Copying Plan For Copiers

This SIN includes flat-rate monthly-fee plans; the customer identifies the approximate number of copies required per month (i.e., monthly volume level) and the required functional capability of the copier equipment. As necessary to satisfy the customer's requirements, the contractor provides the required copier equipment, accessories, attachments, copy-control devices and systems, all consumable supplies (except copying paper and transparency films), and full maintenance services including repair parts. The customer pays a flat-rate monthly fee for copier, regardless of the number of copies made each month.

NOTE: Copiers leased under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

NOTE: Offerors shall indicate below the make and model(s) of copier(s), accessories, attachments and copy control device(s) offered for each volume band and tier. No limit is placed on the number of models, which may be entered in the space provided. Please provide the following format for each Volume Band and accessory offered. Please use a separate page per volume band.

Volume Band I

Copier Model(s) Tier 1 (1-24) Tier 2 (25-99) Tier 3 (100-199) Tier 4 (200-299) Tier 5 (300-500)

Volume Band II

Copier Model(s) Tier 1 (1-24) Tier 2 (25-99) Tier 3 (100-199) Tier 4 (200-299) Tier 5 (300-500)

NOTE: YOU MUST COMPLY WITH NOTE: GENERAL REQUIREMENTS FOR COPIER EQUIPMENT LISTED ON ATTACHMENT "ADDITIONAL INFORMATION PERTAINING TO SCHEDULE 36"

Sales: \$34,024,648

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

51 101 2 --- Consumable Supplies for Copiers, Computers Printers and Fax Machines

This SIN includes directly related supplies (e.g., toner developer, dry ink, dry imager, fuser oil and fusing rollers, cleaning blades, pickoff fingers, photoconductors, photoreceptor belts and drums, staples wire, binder material, binder adhesive) for the copier equipment available under 51 100. Other directly related consumable supplies for computer printers and fax machines are toner, developer, and new manufactured single-and full-color toner cartridges) for laser and inkjet computer printers, fax machines and systems. This SIN does not include copier paper or transparency films for copiers. Transparency films are available under SIN 51 101 7.

NOTE: A VENDOR MUST OFFER EQUIPMENT UNDER SIN 51 100 IN ORDER TO OFFER CONSUMABLE SUPPLIES UNDER SIN 51 101 2. ALL OFFERORS INTERESTED IN PROPOSING SUPPLIES ONLY MUST SUBMIT A PROPOSAL UNDER THE GENERAL SERVICES ADMINISTRATION SCHEDULE 75-OFFICE PRODUCTS/SUPPLIES AND SERVICES AND NEW PRODUCTS/TECHNOLOGY SOLICITATION., SIN 75 200 OFFICE PRODUCTS.

Sales: \$6,373,163

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610**Maximum Order :** \$350,000**NAICS**

Number	Description	Business Size
424120	Stationary and Office Supplies Merchant Wholesalers	100 employees

51 101 7 --- Transparency Film

This SIN includes wide range of transparency film - Xerographic Type - designed for single and color copiers, Thermal Type - designed for different image and background colors (e.g., infrared transparency film and Special Types - Transparency films (excluding xerographic and thermal films) for making special transparencies (e.g., transparency films for use with Laser, Inkjet, and Dot Matrix character printers, opaque films, write-on films, and thermal transfer films for use with computer generated graphics for color transparencies). This SIN includes directly related accessories, attachments (e.g., mounts, and supplies).

NOTE: *SMALL BUSINESS SET-ASIDE SIN*

Sales: \$104**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** Yes**FSC/PSC Code :** 3610**Maximum Order :** \$350,000**NAICS**

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

51 208 --- Maintenance Service Agreement For all Other Equipment Repair, replacement, and spare parts for equipment other than copiers, including their associated accessories and attachments.

A maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) service consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, fluctuations in electrical power or the customer. The maintenance service agreement includes the cost of labor, replacement parts, and supplies (excluding expendable operating supplies). In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, will usually not be covered under the initial maintenance service agreement. In addition, charges for labor and replacement parts for complete rebuilding or overhauling of the Government's equipment are usually not included in the maintenance service agreement.

NOTE: SPECIAL PROVISIONS FOR SERVICE MAINTENANCE AGREEMENT SINs
51-57 & 51-208

Maintenance Service Agreement includes an annual preventative maintenance on Government-Owned Equipment. The Preventative Maintenance covers scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., inspect, test, clean; lubricate, adjust and replace parts when needed) that are designed to reduce equipment failure and extend useful life. For equipment other than copiers, the preventative and repair

maintenance agreement may be different and offered in accordance with the agreement between the agency and the contractor and will be outlined in the agreement based on their requirements. The price outlined in the maintenance agreement will be established based on the agency's specified needs. IN THE PRICELIST, offerors must identify prices for all services and a list of dealers names, addresses, and phone number of authorized dealers responsible for maintenance.

Maintenance Services offered for 51 208 shall be in accordance with commercial practices.

General Requirements

GEOGRAPHIC SERVICE AREA: Offeror must be competent to service equipment within the scope of the resultant contract or to specific geographic areas. Offeror shall list below equipment offered and the geographic areas covered.

Equipment (Make/Model)	Geographic Area
_____	_____
_____	_____
_____	_____

Service

Services must be rendered within nine (9) working hours after a written or oral notification. Pick up services for equipment under maintenance, must be made within 3 working days after notification is received. In the event, that the location of the equipment has been changed, the ordering office will advise the contractor immediately.

Agency Installation

Prior to acceptance of any equipment for maintenance, an inspection visit will be performed at no additional charge to the Government. The government will make arrangements for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or damage exists. All equipment and maintenance inspection visits will be required through the end of the agreement. FAILURE TO PERFORM INSPECTION SERVICE AS STIPULATED IN THE CONTRACT (UNLESS UNLIMITED REPAIRS CALLS ARE ALLOWED) WILL RESULT IN A DEDUCTION OF 1/12 OF THE YEARLY RATE FOR EACH MONTH OF SUCH DELAY. FURTHER FAILURE TO TENDER EMERGENCY SERVICE WITHIN NINE (9) WORKING HOURS (MAXIMUM) AFTER WRITTEN OR ORAL NOTIFICATION, UNLESS OTHERWISE STATED, WILL BE SUBJECT TO A DEDUCTION OF 1/30 OF THE MONTHLY RATE FOR EACH DAY THE EQUIPMENT IS INOPERATIVE. The performance period shall begin within one week of the installation date (unless, delayed in accordance with provision entitled a delay of start of performance period and shall end when the equipment has met the standards of performance for period of thirty (30) consecutive days by operating in conformance with the contractors technical specifications and functional descriptions at an effectiveness level of 90% to 95% or more. THE CONTRACTOR SHALL GRANT A CREDIT TO THE GOVERNMENT FOR ANY MACHINE THAT FAILS TO PERFORM AT AN EFFECTIVE LEVEL OF 90% DURING ANY MONTH. Any non-conformance must be corrected within 30 days of notification by the agency.

If the performance is not corrected within 60 days of written notice, the Government may terminate the agreement and request immediate removal of the equipment. The offeror shall grant a credit to the agency for any machine, which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time, by the sum of that time, plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 90%. Example: if the effectiveness level for a machine is 87% for the month, the credit would be 3% of the fixed monthly maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision. It is the responsibility of the Government to prove default.

Sales: \$1,476,092

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : J099

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
323113	Commercial Screen Printing	500 employees
323114	Quick Printing	500 employees
323115	Digital Printing	500 employees
323119	Other Commercial Printing	500 employees
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 212 --- Post Copying/Finishing Equipment and Supplies

This SIN includes paper folding, paper gathering, inserting, collating and finishing, paper cutting and all other related equipment.

Sales: \$2,178,842

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333293	Printing Machinery and Equipment Manufacturing	500 employees

51 229 --- Digital Duplicating Equipment

Digital duplicators scan original documents and automatically form an intermediate stencil master that transfers liquid ink to the paper to produce the desired number of copies at speeds up to 150 plus copies per minute. Digital duplicators are capable of fast, large-size copying runs in single- color and/or full-color. When connected directly to a digital computer for desktop publishing applications, many digital duplicators can operate as high-speed (e.g., 120 copies per minute), high-quality printers capable of producing copies equivalent to those produced on high-speed, laser-quality printers with high resolution prints. Digital duplicators

fill the gap between conventional copiers, which are used, for a small number of copies and offset presses, which are used, for a large number of copies. For over 25 copies of each original, the cost per copy using a digital duplicator is usually lower than for copies made using a conventional copier. Includes directly related supplies, accessories and attachments (e.g., cabinets, digital duplicator and color drums, automatic document feeders, edit boards, computer interface equipment, paper tray, tape marker, high capacity sheet feeders, interface kits, sorters, tape dispensers, and controllers for imaging processing, spirit fluids, spirit correction fluids, masters, black and color inks, and job separator colored tape.

Sales: \$81,461

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
323113	Commercial Screen Printing	500 employees
323114	Quick Printing	500 employees
323115	Digital Printing	500 employees
323119	Other Commercial Printing	500 employees

51 409 --- Network, Optical Imaging Systems and Solutions

The user will have the capability to search for documents from a variety of sources such as desktop computer, intranet/internet, LAN/WAN. The software will support the user's needs in capturing data in typed print, handprint, mark sense and barcode, electronic data and paper documents into an electronic format in a reliable, secured operating environment. To enable the user to migrate legacy based unstructured paper and electronic data into an electronic document; the contractor will provide the hardware and software. One of more of the following will be provided by the contractor, software/hardware components into medium of choice: Data and Document Capture, Document Imaging, COLD, Document Management, Storage Management, Document Management Scanner, and other related equipment. Document Solutions Additionally, this SIN includes equipment to include solutions for small to medium-size offices to allow the user to capture, file paper documents and retrieve data in seconds. This reduces the cost of storage and key documents and media. This equipment requires no software installation, just plug and play and can be fully access to the Web browser with ease. Document Storage Solutions are designed to deliver and maintain on/off line storage solutions for users who need to present, share, archive and distribute information on CD, DVD, DVRAM and other related mediums. Ideal to work with popular networking protocols including TCP/IP on Ethernet or Wideband network. Other related equipment may be offered. This SIN includes directly related software, accessories, attachments and supplies.

Sales: \$2,671,378

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

Group Name: Document Management Products, Systems, Services & Solutions**51 500 --- Managed Print Services**

Managed Print Services (MPS) includes equipment and services required to manage imaging output that may include printing, scanning, copying, and fax devices in a system that monitors and reports status, needs and usage trends on regular basis. The MPS plan may be based on a needs analysis completed under SIN 51 501. Services may include but are not limited to creating a business plan solution that incorporates recommendations for each existing piece of equipment (including removing/retirement/recycling/disposal). The plan may be phased to allow for an orderly progression to the new output environment. The plan should take into account the usage and floor plan of the equipment.

NOTE: Estimated sales are equal to \$3,500,000.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

51 501 --- Needs Assessment and Analysis Services

Needs Assessment and Analysis Services consist of a comprehensive assessment of the customer's existing objectives, capabilities and, funding obligations which will provide agency's recommendation(s) on how to meet or exceed organization's overall performance by providing total office equipment/document management solutions. Needs Assessment and Analysis Services provide for professional support in analyzing and developing customer requirements. Regardless of the specific approach and strategies described in the technical proposal for each work segment, the work in general shall include consulting services, and other related services.

Needs Assessment - The purpose of the needs assessment is to determine the optimal print solution for a particular organization within an agency, based on the existing workflow and output environment. Needs assessments may include data collection from the existing devices, as well as end users. Device data can be collected manually, and/or through data collection tools such as enterprise software deployment and/or USB discovery devices. The data collected in this process will show the amount of output produced for any given organization. Identification of these needs will assist in pricing and establishing best value criteria for the implementation phase, and analyze the footprint of the defined fleet to determine optimal placement of equipment.

Fleet Assessment - Fleet assessments shall include the collection of device information and performance data on the defined fleet through manual assessments and/or software deployment. Assessments shall also include surveys and floor plans of all devices. This phase should identify the equipment (and related MIB data) that may or may not be covered by

available MPS software suites. Fleet assessments should identify potential software compatibility issues with non-native software deployments, and individual and total energy consumption of the existing fleet.

Sales: \$9,300,206

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541370	Surveying and Mapping (except Geophysical) Services	\$4.5 million
541611	Administrative Management and General Management Consulting Services	\$7 million

51 503 --- Education and Training Support Services

Education and training support services provide the customer with a comprehensive knowledge (e.g., operational capabilities, user-training, maintenance training, repair techniques) of products offered herein (e.g., color copiers, computer-enhanced copiers, special-application copiers, multi-functional digital copiers, duplicators, high-speed printers, scanners, digital cameras, software applications, photographic laboratories, shredding machines, mailmobile delivery systems, media storage, network and optical systems), procedures, processes, and applications. Services may include (e.g., destruction, document conversion, records management and photographic) Training may be offered in various forms: (e.g., onsite/offsite, CD ROM based training, interactive on-line training). Note: Training of personnel that is required to be provided at initial installation or during the course of the contract and training that is normally provided by the contractor to commercial and/or government customers (at no additional cost to the customer) is not included.

NOTE: Offerors shall provide a schedule of available training courses offered. Offerors shall indicate the minimum number of participants per course. Courses shall include all costs for the minimum number of participants. In cases where less than the minimum number of students participates, and the ordering agency has paid for the minimum indicated, any excess material becomes the property of the agency. The types of training may be standard and/or customized to meet the agency's need but must be directly related to the product lines covered under this schedule.

Use one sheet per course unless information for different courses is identical. If it is identical, then the applicable courses must be attached to the front of each of the following price data sheets submitted. (i.e., only one sheet as follows is required for each set of identical data, regardless of number of courses offered). Training must be directly related to the product lines under this schedule.

Schedule of Training

Course Price Data Sheet

Title of Course: _____

Length of Course (Number of Hrs/Days):

Total Price of Course for

Minimum Number of Participants: \$_____ Minimum Number of Participants:

Commercial/Non-Governmentt Price: _____

Applicable Governmentt % Discount _____

(if applicable) Price Per Each Addition

Participant in Excess of the Minimum: \$_____

(i.e., If the total price of the course is \$100 and the minimum number of participants is 10, then the base price of the course is \$10 per participant. However, the price for additional students is \$1.00 each, up to the maximum number of participants (if applicable).

(if applicable) Quantity Discount for _____qty _____% _____qty _____%_____qty
_____%_____qty _____%

additional participants in excess of _____qty _____%_____qty _____%_____qty
_____%_____qty _____%

the minimum:

(i.e., If the total price of the course is \$100 and the minimum number of participants is 10, then the base price of the course is \$10 per participant. However, the price for 11-15 students is \$9.50 each then the discount for 11-15 students is 5%. If the price for 16-20 participants is \$9.00 each then the discount for 16-20 participants is 10%)

Maximum Number of Participants

(if applicable):

STATEMENT OF WORK (SOW) FOR 51 503 EDUCATION AND TRAINING SUPPORT
SERVICE (ETSS)

SCOPE

The Contractor shall provide training courses normally available to commercial customers, which will permit government users full, efficient use of the commercial products available in this solicitation. ETSS shall provide the Government comprehensive knowledge (e.g., operational capabilities, user training, maintenance training, repair techniques) of equipment (e.g., color copiers, computer-enhanced copiers, engineer copiers, multi-function digital photocopiers, duplicators, high speed printers, scanners, mail management equipment, photographic equipment, etc.) and software applications. Training under this SIN must be standard or customized commercial courses on the use of the equipment and must not include coursework on principles of records management, either commercial or government. Training of user personnel that is required to be provided under the contract (e.g., at initial installation) and training that is normally provided by the contractor to commercial and/or government customers at no additional cost to the customer. Contractors may provide customized training and/or off the shelf training packages as well as off-the shelf training packages customized to the agency's specific needs related to the operational capabilities, user training and maintenance training of document management equipment. Customization of off-the-shelf training may include but is not limited to: workbooks; training manuals; slides; videotapes; overhead transparencies, advanced presentation media; and state-of-the art computer based

training.

The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

SCHEDULING

The Government will notify the Contractor at least fourteen (14) days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

In the event the Government fails to cancel or reschedule a training course within the time frame. The Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

The Government reserves the right to substitute one student for another up to the first day of class.

In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a minimum period of 6 months from the completion of the training course. During this period, the student may contact the Contractor's customer service representative for refresh assistance and answers to related course curriculum questions.

INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

FORMAT AND CONTENT OF TRAINING

The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

The Contractor shall provide each student with a Certificate of Training at the completion of

each training course. The Contractor shall provide the following information for each training course offered:

The course title and the brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

The length of the course;

Mandatory and desirable prerequisites for student enrollment;

The minimum and maximum number of students per class;

The locations where the course is offered;

Class schedules; and

Price (per student, per class (if applicable)).

For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA City Pair Contracts.

Sales: \$272,328

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : U099

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
611519	Other Technical and Trade Schools	\$7 million

51 504 --- Records Management Services

Record management services provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of records. The contractor provides professional management and administrative support personnel having the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or contractor equipment and facilities or a combination of both. The contractor provides those services necessary to meet the following record management objectives using Government equipment and facilities. The Record management objectives are to maintain the existing file room in a manner that permits the easy location, retrieval, and storage of files. File Organization and Maintenance Services - Generally on-site services i.e., organization of files not for storage, tracking of files, information and documents indexing, scanning, labeling, bar-coding and filing.

NOTE: ADDITIONAL INFORMATION FOR SIN 51-504 - RECORDS MANAGEMENT SERVICES

Ordering Agencies are responsible for ensuring that Contractors comply with all (National Archive and Records Administration) NARA Regulations.

Purpose:

RMS will provide various federal activities technical support and solutions, i.e., file management and file storage, for managing records including files and documents by using state of the art records and information management solutions. This will enable ordering agencies to track, access, and retrieve documents and/or information in a timely manner throughout the entire life cycle of the record.

Scope of Work

For the purposes of this contract, RMS is divided into two sections: (a) File Organization and Maintenance Services; and (b) Storage Services.

The contractor is responsible for providing personnel, materials, software, equipment, and as applicable, facilities to perform all work requirements as will be indicated in an ordering agency's task order.

RMS includes the management of records at all stages of the life cycle of the file. Files may be in any medium including electronic.

Electronic Records Management (i.e., e-mail messages, word processing documents, and other electronic records) must be in accordance with DOD 5015.2-STD. Certifications of applications are required.

Disposal of all documents shall be accomplished through SIN 51 507, Destruction Services.

FILE ORGANIZATION AND FILE MAINTENANCE

General Requirements:

File Organization and Maintenance Services provides intellectual and physical support to enable the Government control of documents or information. It includes the organization of sophisticated documents or information placing them into a simplified filing system in accordance with an ordering agency's needs to improve their existing work environment. Generally, it includes gathering documents and data to be scanned and indexed into a digitized format. However, an ordering agency may simply require updating to an existing file system, maintenance of documents, or filing existing documents or information into a storage media

for shipping.

STORAGE SERVICES

Storage Services provides for preparation of files, pick up, storage and retrieval of documents.

Certification:

All storage facilities must be certified by the ordering agency(s) as compliant with the standards as set forth in the solicitation prior to award.

Security

All contractor personnel with access to Government records will be required to sign non-disclosure agreements. Some agencies may require various contractor personnel to obtain a security clearance before receiving access to records. Security clearances, when required on individual orders, will be obtained at the contractor's expense. Due to the nature and sensitivity of the documents that will be handled by the contractor, care must be given to safeguarding files whether on or off the contractor-provided records storage facilities.

Confidentiality of records must be kept at all times.

Specific Tasks:

Records Retrieval

A. Within one working day (or as established by the individual task order) of receiving a reference request, orally or in writing, from the agency, the contractor must retrieve the requested records and deliver to the agency requestor.

B. The contractor must provide emergency reference services (retrieval services outside business hours) if required by an ordering agency including all services listed in this section, 24 hours each day, every day of the year. Emergency services are defined as services provided beyond the normal operation hours of the contractor's facility. After notification, the required response time will be a maximum of 2 hours. Any shipment under emergency services will be handled direct delivery within 8 hours, unless otherwise specified in the task order. The contractor must provide emergency service phone numbers for all sites utilized to the ordering

agency's contracting officer within 30 days after award of the contract.

Appropriate numbers must be issued to the individual agency representative upon award of each task order.

Accessioning of Records:

Accessioning is the processing of records coming into the facility. The contractor must be able to accession paper records in a variety of containers. Recognizing that Governmental Agencies may have other media/formats, such as audiovisual (e.g., photographs, posters, sound recordings) or x-rays. The contractor should have the capability, to accession these types of media/formats. The Government may ship records to the contractor, or the contractor may pick up records from governmental sites. The contractor will be responsible for maintaining the arrangement of each accession and verifying that the contents of the accession match the accompanying transfer documentation.

Inventory Services:

From time to time, the contractor may be asked to assist the agency by inventorying agency records. The inventories require data, and will include either listings of individual folders or the numerical or alphabetical span of folders in each box. The inventories must be prepared on location in the Government's space, according to the schedule established by the Contracting Officer's Technical Representative (COTR) for that agency. If travel is required, the contractor will be reimbursed in accordance with the Joint Travel Regulations.

Pick up Services:

A. Within 50 Miles: Within three working days (or as established by the individual task order) of notification by the Government, the contractor must pick up records that have been prepared for transfer from Governmental agencies storage facilities. Only enclosed vehicles shall be used to transport records.

B. Outside of 50 Miles: The Contractor may use the GSA Government Bill of Lading (GBL) program to move records from sites more than 50 miles from the corporation site. The Contractor will coordinate these moves unless otherwise directed by the ordering agency.

Tracking:

Contractor must possess an Automated Records Management tracking system. At a minimum this tracking system should have the capability of reading bar code labels, providing on line access to the contractor's data base and placing reference request electronically. The contractor shall maintain system capability with the requesting agency (agency will provide technical specifications at the task order level).

Other General Requirements:

Quality Assurance:

The Contractor shall have a quality control/quality assurance plan that meets the Government's requirements. The Contractor shall maintain records throughout the contract period concerning the results of its inspections and monitoring procedures and the Contracting Officer or his/her designee shall provide copies of these to the Government upon request.

From time to time, the Government may conduct a site visit. These records shall also be made available to the Government when conducting a site visit of the Contractor's premises.

GSA will review and make recommendations concerning the report as needed. The reports and related documentation shall be part of the information used and revised on periodic site inspections.

During this process the system should have the capability of verifying the accuracy of the documents being manipulated (i.e. whether the correct document is being handled). The Contractor's computer system should be user friendly, and windows based to ensure compatibility with standard Government Systems.

The Government reserves the right to inspect the contractor's facility at any time it deems necessary to ensure that the standards are maintained throughout the contract period.

Approval of the storage site shall be performed by the Government. The contractor must possess a commercial facility capable of storing documents within a controlled environment that will ensure the integrity of the document will be kept intact.

In addition:

A. The contractor must provide reference room facilities in each records center that maintain a normal office environment, including telephone, facsimile, and electrostatic reproduction services.

B. Only agency authorized personnel will be granted access to that agency's records in the contractor operated reference rooms. The contractor will verify the identity of the agency authorized personnel and maintain constant surveillance of the reference room when the individual is not an agent of that Government office.

Reports Preparation:

The contractor must provide monthly reports to the agency including but not limited to reports on holdings, accessions, disposals, records eligible for disposal, transfers in, transfers out, reference, refiles, and photocopying.

User's Manuals:

The contractor will prepare a User's Manual at no additional cost to the Government, that will describe the detailed procedures to be used by the Government in conducting the accessioning, referencing, filing, and disposal activities described above. The manual will also include an organizational chart providing the point of contact in each contractor facility as well as a single point of contact for nationwide coordination. The Manual will also detail the various reports that are available for Government uses.

Personnel Requirements:

The contractor shall provide skilled personnel that may include the supervisory, management and administrative services necessary to successfully meet the Government's requirements for Records Management Services per the ordering agency's Task Order.

On an as needed basis, the contractor will provide technical advisory services addressing records management issues relating to the entire lifecycle of records. Services that may be required to include, files maintenance, forms design and automated applications.

All contractor personnel shall have the necessary clearances to conduct business with customer agencies, if required. Personnel are required to display contractor identification during pick up and delivery. All personnel responsible for transporting federal records shall have a valid driver's license.

Sales: \$89,449,540

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

51 505 --- Document Production On-site and Off-site Services

Document production on-site and off-site services provide customers a practical turn-key solution to a customer's requirements for production of documents. A typical document production service would include the required equipment (e.g., high-volume digital color copiers, scanners) and contractor provided operational and management personnel required for effective on-site/off-site document production. Document production services are available using either contractor provided and installed equipment, using existing Government-owned equipment, or using equipment installed in Government locations under Lease-to-Ownership Plans. In addition, single or multiple shift production operations; consumable supplies (paper and transparencies are usually not included); on-going equipment maintenance; and customized agency reports are included. Negotiated Operational Performance Standards may

be jointly developed and included in the purchase order (e.g., job turn-around time, maximum number of impressions per day or month, document quality expectations, turn-around performance and accuracy ratings, management of the consumable supplies, and monthly management reports).

NOTE: LABOR RATES

Offerors shall specify the labor categories proposed and the rates for each. The categories and rates are to be based on those used to price orders commercially. The total price for services will be established at the time the order is placed and will be based on the prices awarded. The estimated number of hours will be negotiated by the ordering agency, and shown on the resultant order. Contract orders will be firm fixed price.

STATEMENT OF WORK FOR SIN 51 505 DOCUMENT PRODUCTION SERVICES (DPS)

SCOPE OF WORK

The Federal Acquisition Service is soliciting for contractors capable of servicing the Government's requirements for Document Production services (DPS). Contractors shall provide federal activities with a practical turnkey solution to their requirements for the full-range of reproduction and management of document services.

Depending on the nature of the customer's requirement, a preliminary Needs Assessment and Analysis Service (NAAS) may be required in order to assess the extent of the customer's requirement to fulfill the customers need for DPS. The primary purpose of the NAAS is to provide professional support in ascertaining and developing the most appropriate and cost efficient methodology to accomplish the customers DPS requirement.

The proposed approach may include, but is not limited to, skilled personnel necessary to complete the effort, equipment (government owned, state of the art, remanufactured, or otherwise). The contractor shall submit to the Contracting Officer a complete written report specifying the recommended DPS. The report shall address, but is not limited to the operational management support services, overall projected cost, and a milestone schedule for acquiring and/or deploying the necessary resources to complete the effort.

GENERAL REQUIREMENTS

Document Production Services (DPS) - DPS requirements typically provide for reproduction of documents. Offerors shall provide the appropriate skilled personnel and methodology to address the customer NAA or Task Order requirements to implement DPS. A typical document production service includes such services as copying, fax, high quality digital color copying, large format scanning and copying, facilities management, desk top transmission, on-going equipment maintenance and quarterly reports. Government agencies and activities are the customers and requiring activities that initiate the DPS to be performed. DPS requirements are delineated in task orders by customer agencies. Task orders specify the actual DPS to be performed, the dollar value of the contract, period of performance and any other significant factors relative to the requirement. Contractors are advised to confer with customer agencies to ensure compliance with laws, regulations, security clearances etc. prior to implementing the task order.

Quality Control/Tracking System - Offerors must possess a quality control system that monitors and ensures the quality of DPS. Such a system shall ensure the highest quality of

the impressions or finished DPS on the medium produced by the contractor. Offerors shall have demonstrated past performance history applying contemporary quality control techniques and measures performed on comparable DPS jobs that describes how it will monitor job status, delivery or turn-around time and finished product. Additionally, Offerors shall safeguard the Government's records at all times onsite and offsite

Performance Standards

Performance standards may be required by customer agencies. Contractor performance standards shall be commensurate with commercial application of standards for a typical DPS requirement. The application of standards may cover job turn-around time, maximum number of impressions per day, month or hour; output quality of the mediums, management of consumable supplies, submission of periodic reports and any other factors of significance to the customer agency.

Security

Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information. Security clearances, when required on individual orders, will be obtained at the contractor's expense.

Equipment

At the discretion of the agency, the equipment necessary to implement DPS may be newly installed or existing government owned property. The equipment may also be installed in government locations under Lease-to-Ownership Plans depending upon the using activity's need, and requirements per task order.

The copier equipment may range from low volume to high volume copiers, digital color photocopiers, scanners and other equipment types relative to DPS. Offerors may be required to possess Electronic Data Interchange (EDI) capability for the purpose of receiving, processing, auditing, storing and transmitting electronic data for DPS purposes. In addition, Internet and or personal computer capability may be required.

Government Furnished Property

The offeror's proposal must state whether such equipment can be furnished or whether it is relying on Government furnished property. For services rendered on Government property, at a minimum, the Government will provide the required space and electricity. Any additional equipment will be determined at the time the task order is placed.

Contractors shall be responsible for all costs associated with machine repairs and supplies (for example, toner, paper clips, rubber bands, clamps, etc.), and ordering, delivery and storage of all supplies, the installation and removal of all equipment, and maintenance.

Equipment Maintenance Requirements

The Contractor shall have sole responsibility for maintaining copiers furnished by the contractor and government owned equipment under the resulting contract.

Replacement of Equipment

The Contractor is responsible for replacing equipment, however under no circumstance does

the Contractor have the right to charge any additional costs to the buying agency.

Personnel/Requirements

The contractor shall determine staffing requirements in accordance with the Needs Assessment Analysis (NAA) or the volume of duplicating to be completed on any given day.

Contractors under this Multiple Award Schedule shall provide the necessary skilled personnel including management, supervisory and administrative levels to implement the DPS per customer task order

At a minimum the Contractor shall provide for a Project Manager and Duplicating Production Operator. The Project Manager shall serve as the contractor's point of contact and shall be responsible for the management and coordination of the project.

The contractor shall ensure that the duplicating facility is adequately staffed and fully operational in accordance with the terms of the task order and shall keep the ordering agency fully advised of any difficulties, which would adversely affect production. The Project Manager shall also be responsible for problem resolution that may result from the operation of the duplicating services.

Replacement of Personnel: The Contractor shall provide substitute personnel to perform in the absence (sick leave or vacation) of the On-Site Manager and duplicating production personnel assigned. Substitutes shall perform in complete compliance with the specifications of the individual task order.

Experience/Training

The contractor shall be responsible for training its employees. The Contractor shall provide skilled personnel capable of operating the required types of equipment.

Appearance/Character:

Contractor personnel shall present a neat appearance and provide services in a professional and courteous manner while complying with agency applicable rules, regulations, and procedures.

Location and Hours of Work

Location: Services may be rendered worldwide as determined by individual task orders. The services may be performed on-site or off-site/ the vendor's place of business. The offeror's proposal therefore shall indicate the extent of its capability to implement a DPS requirement at its own facility.

On-Site DPS: The Government will provide the space (the Premises) designated by the using agency. The Contractor shall make all improvements required to the space at the Contractor's own expense.

The facility shall be kept in an orderly fashion with supplies stored in a safe manner. The Contractor shall be responsible for securing supplies and equipment after regular working hours. Any losses or damage due to unauthorized use of equipment or supplies shall be borne by the contractor.

Off-site DPS: The Contractor shall provide the address for the off-site location. Deliverables shall be F.O.B. Destination.

Hours of Work: Generally, the facility will be operational between the hours of 7AM and 5PM, Monday through Friday, except Federal holidays. As an alternative, the ordering agency's individual task order may require the contractor to operate a shift outside of these hours or on weekends in order to meet duplicating requirements. These alternative shifts must be coordinated with the ordering agency in advance to provide building security. Job requests may be made in person, by mail, by telephone, or by fax. No additional charge, service charge, or any other fee shall be imposed for accepting a request by any method set forth above.

Sales: \$88,597,914

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

51 506 --- Document Conversion Services

The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process. Complete DCS will be used for both unclassified and classified documents using Government or contractor facilities or a combination of both.

NOTE: ADDITIONAL INFORMATION FOR SIN 51 506 DOCUMENT CONVERSION SERVICES

DESCRIPTION: The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process. Complete DCS will be used for both unclassified and classified documents using

Government or contractor facilities or a combination of both.

PURPOSE: This Multiple Award Schedule will offer a full range of Document Conversion Services. Contractors shall provide document conversion services in response to individual agency orders.

SCOPE: Document conversion consists of scanning document images and converting them into electronic digital data, which is then transferred into a new format, and media for use in a document imaging, retrieval, and storage system. This SOW addresses the "backfile and day-forward conversion" of documents, which includes both file and data format and media conversion.

It does not include data processing and communications equipment (e.g., digital computers, display devices, software, LAN/WAN networks), which may be employed in a document imaging, retrieval, and storage system. The types of DCS may include, but is not limited to:

- Index data migration
- Project evaluation or discovery
- Optical mark scanning (OMR)
- PDF Electronic file forms
- Web Hosting (ASP)

GENERAL REQUIREMENTS: Unless otherwise specified by the ordering activity, the following general requirements are applicable to document conversion performed under this contract:

- a. **Contractor Responsibility** - The Contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government.
- b. **Document Conversion** - The contractor shall scan a variety of source documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, or legal instruments) from a variety of source media (e.g., paper, film, microfiche, aperture cards, magnetic tape, or Mylar) having varying degrees of image quality (e.g., crisp originals, faded, poor contrast, or overexposed photographs) using character recognition (e.g., OCR, ICR) into a compressed digital file (e.g., C4 compressed image file format) and deliver that file in a variety of output file formats (e.g., PDF, SGML, HTML, XML, CAD, word processing) on a variety of output media (e.g., optical disks, magnetic tape, or CD-ROM).
- c. **Image Enhancement** - The contractor shall perform image enhancement immediately after scanning. Image enhancement shall allow soiled, faded, deteriorated, and inferior quality images to be "cleaned-up". The image enhancement process shall reduce background noise and improve uneven line widths, dull edges, faded areas, and uneven illumination. If required by the ordering activity, special image enhancement (e.g., removal of date stamps and other markings, deskewing images to within 5 degrees or less of skew, cropping, rotation) shall be accomplished during the document conversion process.
- d. **Indexing** - The contractor shall provide an index (in both hardcopy and digital format) for all converted data. The index shall permit tracking, retrieval, and storage of converted documents. The index shall be as specified by the ordering activity and shall consist, as a minimum, of the document number, document title, page number, revision level, and date. The index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering

activity.

e. Data Entry - The contractor shall provide keystroke data entry, as required.

f. Delivery Media - The contractor shall deliver the digitally converted data in an output media (e.g., CD-ROM, 4mm DAT or 8mm magnetic tape; 9-Track 1600 BPI or 6250 BPI magnetic tape; 3.5 inch, 5.25 inch, 12 inch, or 14 inch Write-Once Read-Many (WORM) optical or magnetic disks and/or Write-Many Read-Many optical disks) and output format (e.g., PDF text and/or image files, TIFF, BMP, JPEG, HTML, ASCII text, SGML tagged for electronic distribution or publishing, XML, CAD, word processing), as specified by the ordering activity. Delivery media shall be labeled in such a manner as to identify the contents of the deliverable.

g. Source Document Inspection - The contractor shall inspect all source documents and shall notify the ordering activity's Contracting Officer of any condition which will likely prevent successful performance of the work required. Such notification shall be received by the Contracting Officer within ten (10) working days (or as stipulated on the individual agency task order) following receipt of the source documents.

h. Quality Assurance - Unless otherwise specified by the ordering activity, the contractor shall perform 100% quality assurance of the scanned images to ensure that an image is produced for each page or microform frame; the image is equal to or better than the readability of the source page or microform frame; and the image is in accordance with the ordering activity's requirements. Marginal images (e.g., due to poor source images or film quality) shall be electronically marked and specified as such in the production reports. All indexing elements and SGML tagged data shall be parsed to ensure compliance with the requirements prior to delivery. Hollerith data shall be verified against the information contained in the title block of the document and will be edited, if necessary, to ensure the accuracy of the fields (e.g., document type, drawing number, drawing revision, sheet revision, card number, number of cards, drawing size, rights code, and security code). The ordering activity reserves the right to perform quality assurance on any products produced under this contract. Failure to meet quality assurance standards will result in re-work at the contractor's expense or contract termination, as appropriate.

i. Corrections - Document conversion errors caused by the contractor shall be considered corrections and shall not be charged to the ordering activity as an additional digitized item. Unless otherwise specified by the ordering activity, the contractor shall be liable for corrections for 12 months from output media delivery.

j. Workmanship Standards - The quality of services rendered by the contractor shall conform to the standard commercial practice in the document scanning and conversion profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the document scanning and conversion profession, and holding any licenses required by law. Failure to meet workmanship standards will result in re-work at the contractor's expense or contract termination, as appropriate.

k. Basic Preparation and Handling - The contractor shall be responsible for basic document preparation and handling during all phases of the document conversion effort. The pre-conversion effort shall include document receipt, inspection, inventory and document preparation for scanning and conversion (e.g., removing bindings, paper clips, attachments, and fasteners; photocopying oversize or undersize documents; purging unnecessary information; repairing damaged originals). The conversion effort shall include all necessary document preparation and handling. The post-conversion effort shall consist of reconstruction

of the documents including the attachment of fasteners and bindings, reassemble of the documents into their original configuration, preparing a document inventory listing, and packaging/packing for return shipment to the ordering activity.

l. Special Preparation and Handling - When special preparation and/or handling requirements are specified by the ordering activity, the contractor shall be responsible for any special document preparation and handling requirements (e.g., staple locations being required to be marked during pre-conversion preparation and the documents being re-stapled using their original staple locations at post-conversion).

m. Production Reports - With each delivery, the contractor shall provide a Production Report (in hardcopy and digital format) that describes the data contained on the delivery media. The report shall be provided to the ordering activity's Contracting Officer or COTR and shall contain, at a minimum, the index for each document, number of pages for each document, and total pages.

n. Monthly Volume Report - The contractor shall provide a Monthly Volume Report (in hardcopy and digital format). The report shall be provided to the ordering activity's Contracting Officer and shall, at a minimum, list the number of converted documents delivered and the percentage of work completed.

o. Final File - The contractor shall provide a final file (in both hardcopy and digital format) upon project completion to the ordering activity's Contracting Officer. The file shall delineate those documents for which conversion has been completed; if applicable, the intermediate format in which the each document has been scanned; the applicable character recognition, compression algorithm, output storage media and file format of the stored image; and an index for all converted data. The index shall, as a minimum, consist of each document number, document title, date, revision level, and page number. This index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering activity.

p. Backup Copy - The contractor shall maintain a backup copy of all data generated. The backup copy shall be maintained for a period of 12 months after project completion, unless otherwise specified for a different period by the ordering activity.

q. Returned Material - Unless otherwise specified by the ordering activity, all material provided by the ordering activity shall be returned with the delivered product in the same condition (normal wear and tear excepted) and sequence as the original submission. The contractor shall be responsible for shipping costs, unless otherwise specified by the ordering activity.

r. Source Document Destruction - Upon termination or completion of all work, the Contractor shall comply with the agency requirements for disposal. All materials produced or delivered will become and remain the property of the Government. When required by the ordering activity, the contractor shall destroy (rather than return) the source documents.

s. Classified Documents - The contractor shall be responsible for providing the appropriate handling, distribution, and storage of classified documents in accordance with all applicable security regulations and laws.

t. Page Pricing - Unless otherwise specified in the contractor's price proposal, page pricing

shall be based on an original source page size of 8.5 inches x 11 inches. Increments for oversize source document pages shall be based on the number of whole or partial 8.5" x 11" pages.

u. Drawing Pricing - Unless otherwise specified in the contractor's price proposal, drawing sheet pricing shall be based on the size of the drawing. Increments for oversize drawings shall be based on the number of whole or partial F size drawings.

v. Production Facility - Unless otherwise specified by the ordering activity, production shall be performed at the contractor's facility. If the ordering activity requires scanning of the documents at a designated facility, the contractor shall provide all the necessary resources (e.g., personnel, equipment, material, and supplies) required to accomplish the work, unless otherwise specified by the ordering activity. However, the ordering activity will be responsible for providing adequate space and electrical power at the designated facility.

w. Data Rights - All data produced in performance shall be the sole property of the Government. The Contractor agrees not to assert rights at common law or equity and not to establish any claim to statutory copyright in such data in whole or in part in any manner or form nor authorize others to do so, without prior written consent of the Contracting Officer. This does not restrict the use or publication of such data by the Contractor or its employees.

DETAILED REQUIREMENTS: Unless otherwise specified by the ordering activity, the following detailed requirements are applicable to the contractor's document conversion efforts under this contract:

a. Scanning - Images shall be scanned at 200 DPI (dots per inch) resolution for engineering drawings, 500 DPI for engineering drawings being converted to CAD, and 300 DPI for all other document types, except photographs, which shall be scanned at 400 DPI. Raster images shall be compressed using CCITT Group 4 algorithms as specified in Federal Information Processing Standard (FIPS) Publication 150 "Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus", prior to transfer to the storage media. The latest revision of FIPS Publication 150 in effect at the date of the order or as specified by the ordering activity shall be used. Proprietary compression algorithms are not acceptable. Hollerith data shall be read during image scanning and provided as an index to the image.

b. Indexing/Coding - The index requirements (e.g., index fields, number of characters, nomenclature for the index fields) shall be specified by the agency. As a minimum (via display of the scanned image), the index shall consist of three fields having a maximum of 30 characters located peripherally on the page.

c. Portable Document Format (PDF) Conversion - Adobe Portable Document Format conversion shall be accomplished in compliance with the latest version of the Portable Document Format Reference Manual (e.g., Version 1.3) in effect on the date of the order or as specified by the ordering activity. PDF converted formatted documents shall replicate all visual characteristics and attributes of the source document. Graphics portions of the source document shall be included in the PDF file as raster images. Scanning of graphic portions shall be provided at a resolution of 300 DPI or greater. PDF converted documents shall contain thumbnail files.

(1) Image Only Scanned: Source documents shall be raster scanned at 300 DPI. The scanned image shall be a bitmapped image of the original document and shall be equal to the readability of the original page. The images shall be converted to PDF Image Only files prior

to being written to the delivery media.

(2) Image Plus Edited Text: Source documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR technology. All free standing standard character text larger than 6 point shall be edited to ensure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. The document shall be converted to PDF Plus Text files prior to be written to the delivery media.

(3) PDF Normal: Source documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR/ICR technology. All free standing standard character text larger than 6 point shall be edited to insure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Suspect characters shall be corrected. Color images and photographs shall be scanned and inserted. Graphics shall be provided as 300 DPI raster graphics. The original fonts and format of the document shall be maintained. The document shall be converted to PDF Normal files prior to being written to the delivery media.

(4) Hyperlinking: Hyperlinks shall be created for each item contained in the content reference pages of the document (e.g., Tables of Contents, Indexes). In addition, hyperlinks shall be created for all intact internal references. Bookmarks and Thumbnails shall be created for each document. PDF Normal processing of the documents is required prior to hyperlinking.

(5) Application File: When required by the ordering activity, an application (output) file from PDF converted documents (e.g., in a word processing format) shall be created. Application files shall be created after completion of any PDF document quality assurance and editing.

(6) Accuracy: The accuracy requirements for documents converted using optical recognition technology (e.g., OCR, ICR) shall be applicable to each page as specified by the ordering activity. The percent accuracy is defined as the number of correct characters per page (i.e., characters in the converted document that are the same as the corresponding character in the source document) divided by the total number of characters on the page multiplied by 100.

d. Standard Graphic Markup Language (SGML) Tagging - Paper documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing Optical Character Recognition (OCR) technology. All free standing standard character text larger than 6 point shall be proofed and edited to ensure accuracy of 99.5% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. Tagged data shall be in accordance with the Document Type Definition (DTD) and the Style Sheet. Tagged data shall provide 100% parsing against the provided DTD. Intact internal references shall be tagged.

(4) Level I: Level I SGML tagging shall consist of DTDs that are targeted at electronic browsers, which utilize a limited number of tags to describe the basic document.

(5) Level II: Level II SGML tagging shall consist of DTDs that are targeted at complex publishing systems which require an increased number of tags, tag attributes, and specific structural relationships to produce the required printed document.

e. HyperText Markup Language (HTML) Conversion - Conversion shall be in accordance with the latest version of the W3C Recommendations (e.g., HTML Version 4.0) in effect on

the date of order or as specified by the ordering activity.

f. Extensible Markup Language (XML) Conversion - Conversion shall be in accordance with the latest version of the W3C Recommendations (e.g., XML Version 1.0) in effect on the date of the order or as specified by the ordering activity.

g. Graphics File Formats (e.g., GIF, JPEG) - The specific graphic file format shall be as specified by the ordering activity.

h. Application Files (e.g., Word, CAD, WordPerfect) - The specific application file format shall be as specified by the ordering activity.

i. CD-ROM Mastering: Converted data shall be pre-mastered in accordance with ISO 9660, Volume and File Structure of CD-ROM Information Exchange specification using the latest version in effect on the date of the order or as specified by the ordering activity. CD-ROM masters shall be produced in accordance with industry standards as defined in the CR-ROM Yellow Book.

j. CD-ROM Replication: Replicas shall mark as specified by the ordering activity. Replicas shall be provided in CD-ROM.

ACRONYMS AND DEFINITIONS

a. ASCII (American Standard Code for Information Interchange). An 8 bit code representing English letters, characters and numbers. Seven bits are used to identify each individual entity (128 maximum) with one bit for parity. Extended ASCII uses of eight bits to represent up to 256 characters with no parity bit. Most computers use ASCII to represent text, which makes it possible to transfer data from one computer to another.

b. BMP (BitMaP) - The standard bit-mapped graphics format used in the Windows environment.

c. Backfile Conversion - Converts existing files for use in an imaging system.

d. BCR (Bar Code Recognition)- The recognition of bar code (i.e., A method of representing data by combining lines of varying width.).

e. CCITT (Consultative Committee on International Telephone and Telegraphy)sets standards for phones, faxes, modems, etc.

f. COLD (Computer Output to Laser Disk) - The computer system contains files of ASCII data (from input or application programs) or bit-mapped files previously scanned from microfilm documents or pictures. These output files are compress by a factor of 5-20:1 from the original documents and stored on WORM optical/laser disks.

g. DTD (Document Type Definition) - A description of the types of tags allowed in a document as well as the order in which they appear.

h. FTP (File Transfer Protocol) - An Internet protocol to move files from one computer to another.

- i. Grayscale - The binary range of a graphic representation between pure black and pure white. A scale of 256 shades of gray will be a better representation than 16 shades.
- j. HTML (Hypertext Markup Language) - HTML is a W3C standard (i.e., W3C HTML Recommendations) based upon SGML that is designed to specify the logical organization of a document. HTML instructions divide the text of a document into blocks called elements that define how the body of the document is to be displayed by the browser and those that define information about the document (e.g., title, relationship to other documents). Use of HTML instructions is based on detailed rules (e.g., the names of tags/elements, how they can be used), which are defined using SGML. There are three variants of HTML 4.0 (i.e., HTML 4.0 Transitional, HTML 4.0 Strict, and HTML 4.0 Frameset).
- k. ICR (Intelligent Character Recognition) - The conversion of scanned images (bar codes or patterns of bits) to computer recognizable codes (ASCII characters and files) by means of software/programs, which define the rules of and algorithms for conversion.
- l. ITU-T - CCITT renamed Telecommunication Standardization Section of the International Telecommunications Union.
- m. JPEG (Joint Photographic Experts Group) - A compression algorithm for color image files.
- n. Optical Character Recognition - The computer processing/conversion of scanned images both full text and forms to computer recognizable codes (ASCII letter, numbers, and characters).
- o. PDF (Portable Document File) - PDF is a standard (i.e., Portable Document Format Reference Manual) provides a way of distributing, viewing, and printing documents with consistent appearance across a number of computer platforms. Files created from printed documents closely match the paper version including graphics, photographs, and fonts and are compressed for easy downloading and distribution. To view a .pdf file, an Adobe Acrobat Reader must be installed on the computer.
- p. SGML (Standard Generalized Markup Language) - SGML is an ISO Standard (i.e., ISO 8879), which delineates a methodology of describing architecture for information exchange. SGML is a synthesis of three things: A Document Type Definition (DTD), a style sheet, and tagged data. The DTD describes which tags are allowed. The style sheet describes how the corresponding tag is to be formed. The tagged data is the document, in which every piece of data is "tagged", using tags defined in the DTD and Style Sheet.
- q. Style Sheet - Describes how the SGML tag is to be formed.
- r. TIFF (Tagged Image File Format) - One of the most widely supported files formats for storing bit-mapped images (8-bit color and grayscale) on personal computers. Includes several types and groups, which are compressed and uncompressed.
- s. XML (extensible Markup Language) - XML is a W3C standard (i.e., W3C XML Recommendations) that could revolutionize the way intranet applications and document and non-document content are built and managed. XML promises "write once, publish anywhere" simplicity to users who don't have to become experts in Web programming languages. XML is an "instance" of SGML.
- t. WORM (Write Once Read Many) - Permanent optical storage method where data once

written, cannot be erased or altered.

u. W3C (World Wide Web Consortium) - W3C is an international industry consortium, which was founded in 1994 to lead the World Wide Web in developing common protocols that promote its evolution and ensure its interoperability. W3C develops standards, which are published in the form of Recommendations.

Sales: \$51,078,408

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	\$25 million

51 507 --- Destruction Services

Destruction services include both on-site and off-site services of classified and unclassified paper documents, materials and magnetic media. The methods for destruction services may be obtained through these destruction options: shredding (e.g., paper documents, folders, newspapers, catalog, magazines) disintegration (e.g., microfilm, microfiche, ID cards, VHS tapes, audio cassettes, CD ROM, floppy disks, computer tapes and computer hard drives) and incineration (e.g., paper documents, maps, files, envelopes, manuals, newspapers, catalogs, magazines, blue prints).

NOTE: CHART - LABOR RATES

Labor Category, Government Discount, Commercial Rate Hourly/Daily On/site, Commercial Rate Hourly/Daily Off/site, Government Rate Hourly/Daily On/site, Government Rate Hourly/Daily Off/site

IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON A UNIT/QUANTITY BASIS, USE THE FOLLOWING FORMAT:

Description, Government Unit/Quantity, Government Price, Commercial Unit/Quantity, Commercial Price, Government Discount %

STATEMENT OF WORK FOR SIN 51 507 DESTRUCTION SERVICES (DS)

PURPOSE

The Multiple Award Schedule, Federal Supply Schedule Program is to provide Federal agencies with a customized plan for destroying government documents that is unique and cost effective to their needs.

SCOPE OF WORK

The objective of this Performance Work Statement (PWS) is to describe the Government's requirement in soliciting contractor support for Destruction Services (DS). These services may be used on a nonmandatory basis by various Government agencies and activities. Ordering agencies may require these services to satisfy worldwide agency mission production requirements.

REQUIREMENTS: The contractor is responsible for providing all resources including personnel, equipment, facilities, containers and transportation in performing all work requirements identified.

Services specified in an order placed against this contract may be performed at the contractor's facilities or the ordering agency's facilities.

DS will provide a convenient, safe and secure destruction of a variety of media be it paper, magnetic tape, microfilm, microfiche, plastic, cassette tapes or diskettes. The following methods for DS may be obtained through these material destruction options

A) **SHREDDING:** Include both on-site and off-site for shredding services, which is designed to handle a variety of classified and unclassified materials. Shredders shall be designed to produce residue particle size not exceeding 1/32 inch in width with a 1/64-inch tolerance by 1/2 inch in length. There is no need to separate paper grades or remove staples, clips or other bindings.

B) **INCINERATION:** Material must be presorted, as not all data types can be burned.

C) **DISINTEGRATION:** Material can be destroyed (e.g., microfilm, microfiche, VHS tapes, audio cassettes, CD ROM, floppy disks, computer tapes, and computer hard drives and ID cards) by grinding such plastics into a fine dust.

SECURITY REQUIREMENTS

Contractor is responsible for providing lockable security containers whether it is security bins, security bags, or security cabinets at no additional cost to the agency.

The agency is required to identify the various type (s) or level of classified documents (e.g. confidential, secret, top secret)

CERTIFICATE OF DESTRUCTION

A signed certificate of destruction must be issued upon completion of each job. The certificate shall indicate the date of destruction, identify the material destroyed, method of destruction, and be signed by the individuals designated to destroy and witness the destruction. Destruction officials shall be required to know, through their personal knowledge, that such material was destroyed.

DESTRUCTION OF MATERIAL

If required, the contractor must destroy Government material in accordance with record disposition schedules established by the agency.

Classified information identified for destruction shall be destroyed completely to preclude recognition or reconstruction of the classified information in accordance with procedures and methods prescribed by agency heads.

The contractor will not destroy material until notified by the agency in writing.

WITNESS OF DESTRUCTION

Only appropriately cleared employees of the contractor shall destroy classified material. These individuals shall have a full understanding of their responsibilities. For destruction of TOP SECRET material, two persons are required. For destruction of SECRET and CONFIDENTIAL material, one person is required.

For unclassified material, a member of the contractor's staff must witness destruction.

Agencies may notify contractor if they desire to accompany their material to the facility and view its destruction.

LICENSE REQUIREMENTS

All operations staff must be licensed and bonded

Sales: \$7,121,983

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561990	All Other Support Services	\$7 million

51 508 --- Litigation Support Services (LLS)

Provides professional and nonprofessional services support in the area of managing legal documents. These types of Support Services include but are not limited to (e.g., document preparations, organizing, copying materials, files, coding and, scanning. Indexing, database development, document analysis, software and systems support.

NOTE: ADDITIONAL INFORMATION FOR SIN 51 508 LITIGATION SUPPORT SERVICES (LSS)

(NOTE: Paralegal services, attorneys, accountants, or other professional labor categories that may be construed as legal services or professional support for legal services are not included and will not be procured under this Statement of Work.)

Description

Litigation Support Services encompasses a wide range of services that aid attorneys and other professional staff members in the task of obtaining, organizing, analyzing and presenting evidence or materials for trials, judgements, lawsuits, settlements or other legal matters. Through the use of reproduction equipment, computer data processing, image management, geographical information systems and other technologies, litigation materials are effectively organized to enable rapid location by an agency's staff. The contractor shall provide all personnel, equipment and supplies for the performance of litigation support services (LSS).

The types of LSS include, but are not limited to the following:

Document Preparation:

Documents have the broad meaning defined in Rule 34 (Production of Documents) of the

Federal Rules of Civil Procedure, www.dcd.uscourts.gov/frcp.htm#rule34 and include all types of media. Document Preparation includes, but is not limited to, numbering, marking, hole punching, stapling and staple removal, binding, retrieving, assembly, and refiling the documents in accordance with the Government's original submission to the contractor or pursuant to the Government's instructions to the contractor. It may also include the provision of binders, tabs, dividers, and other supplies as necessary. It may include pickup and delivery. The contractor shall create and maintain detailed log sheets and associated document controls.

The contractor must design, maintain, and implement a system for identifying and marking documents that will be used for information or evidence in legal matters. A Bates numbering or bar code system may be required to generate and attach unique identifying numbers to all documents. In addition, Phrase Labeling may be required which will indicate at a minimum a document's source; file owner, production request information, and other needed information. Phrase labels must be accurate, contain the information specified, and be legible on all copies.

Database Development:

The contractor shall design, implement, maintain, and update databases used for information in legal matters. The databases shall include (1) full-text databases; (2) databases composed of coded and formatted data; and (3) databases consisting of graphic images of a variety of document types.

The contractor shall be responsible for converting deposition and trial transcripts, interrogatories, interrogatory responses, briefs and other documents for full-text searching and storage on CD-ROM, compatible with the customer agency's software.

Software provided by the contractor must be compatible with that of the ordering agency. Hands on training, if required, and instructional manuals shall be furnished on the software that is used at no additional cost to the ordering agency.

Document Reproduction:

The contractor shall provide high-volume reproduction of documents at the contractor (or subcontractor's) site or at a site otherwise specified by the ordering agency. The contractor shall provide all facilities, equipment, labor, and supplies for performing this task. Work ordered under this requirement will not be performed at Government-funded Document Centers. Work may be ordered on a regular or accelerated (to be defined and determined by the ordering agency) turnaround basis.

The contractor shall provide personnel, equipment, and materials for the purpose of organizing and preparing documents for reproduction (including photocopying) or for other image capture. The contractor shall maintain a high level of quality control to assure that each page is reproduced so that every line and character on the original page appears on the reproduced page and is clearly legible.

If required by an ordering agency, the contractor shall produce reproductions of documents on other media, i.e., diskette, tape, poster board, CD, and microfilm compatible with the ordering agency's software. To the extent specified, the contractor's capabilities shall comprise copying digital data as well as video and audiotapes.

In addition to standard size and type documents, the contractor may be required to reproduce a wide-range of varying sized documents such as charts, engineering drawings, blueprints, and photographs. The contractor shall provide for color copying of documents that are in color. In

cases where special copying techniques (i.e., source documents, charts, or drawings) are required, the contractor shall preserve greytone.

The contractor shall provide document image scanning and related services. Image scanning and related services shall be provided for government and non-government documents, on or off site, i.e., the Government's storage facilities, or the contractor's or subcontractor's facilities.

The contractor shall image and/or scan materials according to priorities set by the ordering agency. All documents shall be accessible on compact discs (CD) to be viewed and/or printed from any workstation used by the ordering agency. The electronic files shall be marked and indexed for search purposes and made available on CD.

Security

All personnel with access to confidential, proprietary, protected or sensitive materials will be required to sign non-disclosure agreements.

Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information. Security clearances, when required on individual orders, will be obtained at the contractor's expense. Due to the nature and sensitivity of the documents that will be handled by the contractor, care must be given to safeguarding files whether on or off site. Confidentiality of file content must be kept at all times.

Sales: \$6,131,054

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million

51 509 --- Network Connectivity Support Services

Network Connectivity Support Services must be able to support industry's software applications, network operating systems (e.g., Windows 95, 98, NT, Netware) and other related networks that are compatible to the agency's infrastructure. The qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service will be provided by the contractor. The capability to support, stand-alone and integrated digital equipment (e.g., digital/multifunctional digital copiers, Photo ID Systems, Mail Management Systems, Network Optical and Imaging Systems and Laboratory Systems) must be provided by the contractor. This will give the users the ability to search, view, access and print documents right from their desktop. The contractor must have the ability to manage and control the agency's network environment. This SIN includes directly related support (e.g., security, telephone/hotline, database, software, maintenance).

NOTE: ADDITIONAL INFORMATION FOR SIN 51 509 Network Connectivity Support Services (NCSS)

Network Connectivity Support Services includes services that will allow users to communicate with customers internally and externally across shared network so they can

search, view, access and print documents right from their desktop.

Scope of Work:

The contractor must be able to support industry's software applications, network operating systems (e.g., Windows 95, 98, NT, Netware) and other related networks that are compatible to the agency's infrastructure. The qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service will be provided by the contractor. The capability to support, stand-alone and integrated digital equipment (e.g., digital/multifunctional digital copiers, Photo ID Systems, Mail Management Systems, Network Optical & Imaging Systems and Laboratory Systems) must be provided by the contractor.. The contractor must have the ability to manage and control the agency's network environment. This SIN includes directly related support (e.g., security, telephone/hotline, database, software, maintenance).

At a minimum the contractor must provide the customer with share file capabilities across network on a nationwide/worldwide basis. The network services may include but are not limited to:

- Network Management and Operations
- Maintenance
- Installation
- Administration
- Quality Assurance
- Security
- Configuration Management
- Training

Depending on the nature of the customer's requirement, a preliminary Needs Assessment and Analysis Services (NAAS) may be required in order to assess the extent of the customer's requirement to fulfill the customer's need for NCSS.

Equipment

Network Connectivity Support will cover ALL EQUIPMENT UNDER THIS SCHEDULE that requires on-line support, which includes but are not limited to:

Stand-Alone/Multifunction Copier (e.g., engineer, digital/multifunctional digital copiers & related features/capabilities)

Photo ID Systems

Mail Management Systems

Network Optimal Imaging Systems

Office Business Equipment

Laboratory Systems

General Requirements: Unless otherwise specified by the ordering activity, the following general requirements are applicable to Network Connectivity Support Services to be performed under this schedule.

Contractor Responsibility - The Contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government. The contractor's results must be consistent with the scope of the agency requirements. Although, the contractor

will make recommendations, the agency will be the final approving official.

Network Management Operations

The contractor shall have the capability to communicate with customer's IT/LAN department and a host of suppliers to manage, maintain and connect to customer shared resources, provides staff and manage central customer service/trouble desk and perform technical assessments on a day-to-day operation. At a minimum, the contractor shall support the following but are not limited to:

- Provides back bone connectivity support (e.g., fiber optic cable plant, dual broadband coaxial cable network) for customers with no existing infrastructure;
- Connects hosts, terminals, printers and other related peripheral devices and major LAN components (e.g., concentrator, routers, switches, bridges, intelligent hubs, fiber optic transceivers, CATV broadband, dual cable, head end associated equipment, network interface units, personal computer and mainframes, and other devices) to aid in exchange information;
- Supports current and future Operating Systems that are compatible with the multifunctional device (e.g., Windows 3.x, Windows 95, Windows 98, Windows NT, Macintosh, AppleTalk, IBM, UNIX, etc.); and the network interface (parallel, serial, network etc) that is used to communicate and transfer information simultaneously.
- Supports a number of shared resources among offices within the organization and provides access to external/public networks; and protocols (e.g., IP, IPX, Vines) used by the customer. Other shared services may include e-mail gateway, internet and backbone gateway. The contractor must maintain the integrity of the agency's investment.

Additional Support may include but are not limited to:

- Maintenance/Warranty - Supports the resources and work performed for a specified term.
- Telephone/hotline - Provides ongoing communications for a specified term.
- Database - Obtains on-line data to better define the problem for specified term.

Maintenance/Warranty

The contractor shall provide troubleshooting and preventative and corrective maintenance services for the customer's hardware, software and cable or in accordance with the customer's terms and conditions.

The contractor shall provide commercial warranty or in accordance with the customer's requirements whichever is greater.

The Contractor warrants all services in accordance with the commercial practice. The price of the warranty shall be included in the purchase price of the item.

Installation

Depending on the customer's requirements, the contractor shall have resources to support the installation of cable, equipment, and related software products. In addition, the contractor must develop and maintain documentation and certification of each installation.

Administration

The contractor shall provide a wide range of administrative functions to meet the customer's requirements.

Security

The contractor shall develop and implement techniques and procedures to prevent unauthorized access and use of the customer's resources and in accordance with the customer's requirements. Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information at the contractor's expense will be obtained at the contractor's expense.

Performance Standards

The contractor shall comply with all performance standards in accordance with the commercial practice and agency's requirements. For example: acceptance, availability, validity, reliability, downtime, testing. Failure to meet workmanship standards will result in re-work at the contractor's expense or contract termination, as appropriate. The contractor shall notify the ordering activity's Contracting Officer feedback that will prevent successful performance of the work required. The Contracting Officer shall receive such notification within ten (10) working days (or as stipulated on the individual agency task order).

Quality Control/Tracking System

Unless otherwise specified by the ordering activity, the contractor shall perform 100% quality control tracking that monitors and ensures the quality of Network Connectivity Support Services. The jobs must describe and monitor job status, delivery of a finished product. The ordering activity reserves the right to perform quality control on any products produced under this schedule. Failures to meet quality control standards will result in re-work at the contractor's expense or contract termination, as appropriate.

Configuration Support

The contractor shall develop and implement a comprehensive configuration plan and work closely with the customer's IT department to ensure the operation is maintained in an efficient and effectively manner. The contractor must have the knowledge and be familiar with all network resources, customer locations, physical and logical topologies which may include:

- Make, model and serial number of all equipment and other network devices.
- Product name and version of all software
- Physical topology network map
- Configure the customer's network hardware/software
- Test, benchmark and calibrate new software, equipment, and other network devices used to test and analyze all products used in connection with the support.

Training

At the contractor's expense, the contractor shall develop standard operating procedures that describes the specific approach, procedures, and schedules how the training plan will be implemented to meet the agency's requirements. Training provided under this SIN is conducted at initial installation, which is normally provided, by the contractor to commercial and/or government customers at no additional cost to the customer. The Contractor shall provide training courses normally available to commercial customer. The training should provide the customer with comprehensive knowledge (e.g., operational capabilities, user training, maintenance training, repair techniques) of equipment or service. Training must be standard or customized commercial courses. Contractors may provide customized training

and/or off the shelf training packages as well as off-the shelf training packages customized to the agency's specific needs related to the operational capabilities, user training and maintenance training of the equipment. Customization off-the-shelf training may include but is not limited to: workbooks; training manuals; slides; videotapes; overhead transparencies, advanced presentation media; and state-of-the art computer based training. All training must give the user the ability to operate with ease. Before implementing a training plan, the contractor shall perform an in depth assessment of the agency's capabilities:

- Customer's Background (e.g., knowledge, experience and capabilities)
- Type of equipment, number of users, usage etc.
- Course content, agenda, objectives and length of course
- Training (professional/non-professional)
- Training aids
- Offsite/off site
- Network with internal/external customers (hands on equipment)
- Training manuals and reference materials

The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government. When the Government requires the contractor to acquire training facilities, the Government will provide payment on a reimbursable basis for the training facilities or in accordance with the customer's requirements. Additional training for a fee, may be offered under Special Item Number (SIN) 51 503 - Educational and Training Services (ETS)

Contractor Furnished Property

The contractor shall furnish one or more of the necessary personnel, tools, spare parts, material and supplies, hardware/software, and support services (except as otherwise specified in the task order), to perform, manage and maintain the customer network infrastructure. All equipment, supplies, spare parts, components, software used in connection with network support must be new and meet the standard commercial provisions.

Government Furnished Property

The government shall furnish personnel, material, equipment, services and facilities (except as otherwise specified in the task order) in order to accomplish the work.

Location and Hours of Work

The contractor shall adhere to the customer's work hours in accordance with the customer's terms and conditions specified in the task order.

Location: The services may be performed on-site or off-site/ at the contractor's place of business.

On-Site If applicable, the Government will provide the space designated by the using agency. The facility shall be kept in an orderly fashion with supplies stored in a safe manner. The Contractor shall be responsible for securing supplies and equipment after regular working hours. Any losses or damage due to unauthorized use of equipment or supplies shall be borne by the contractor.

Off-site : The Contractor shall provide the address for the off-site location. Deliverables shall be F.O.B. Destination.

Hours of Work: Generally, the facility will be operational between the hours of 8AM and 5PM, Monday through Friday, except Federal holidays. As an alternative, the ordering agency's individual task order may require the contractor to operate a shift outside of these hours or on weekends in order to meet short term requirements. These alternative shifts must be coordinated with the ordering agency in advance to provide building security.

Sales: \$80,515

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

Group Name: Mail Management, Systems, Processing Equipment and Related Solutions

50 163 --- Mail Processing Machines, Systems and Related Software

This SIN includes Mailing Machines that automatically or manually feed seal (including seal-only machines), postmark, meter stamps, count and stack letters and machines that print postage on wet, dry or pressure-sensitive tape for packages and bulky envelopes. Mail/Parcel Scales and Weighing Machines that are either electronic or mechanical machines used for weighing and managing weighing/shipping information for packages and envelopes. Inserting Machines that insert checks, bulletins, reports, cards, letters, etc., into envelopes and other related products. Envelope Opener/Extracting Machines that completely and easily open envelopes and allow for easy removal of the envelope's contents. Addressing Machines that print addresses, attention lines, return addresses, etc., on (outgoing) mail. Imprinter machines imprint cards (e.g., credit card slips), forms, tickets, labels, and similar material requiring multiple imprints. Addresser/imprinter machines use metal and/or plastic plates. The mailmobile system is an automated internal mail delivery system as well as a service. This system is basically equipped to deliver mail, supplies, packages, cash as well as classified and sensitive documents on an invisible guidepath that is stimulated by ultraviolet and tracked by photoelectric sensors. X-Ray Inspection Systems - This system is designed to identify terrorist and criminal attacks of incoming mail, parcel packages, bags, boxes, etc. These systems are mainly used in government buildings, banks, industry, television broadcasting, courtrooms, public training and workshops. This SIN includes a host of ancillary services, related software, attachments, accessories, supplies and solutions. All products include directly related, software accessories, attachments and supplies.

Sales: \$8,208,151

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

50 287 --- Money Handling & Processing Machines

This SIN includes a wide range money handling and processing equipment such as cash registers, check and money handling equipment, check endorsing, signing and writing equipment, check perforating machines, coin sorting, and paper counting, and more. Includes directly related accessories, attachments and supplies.

Sales: \$452,295

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

51 1000 --- Ancillary Supplies and/or Services

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule.

Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

Sales: \$6,966

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

733 1 --- Mail Room Management Services

As specified in a task order, contractor shall provide daily mailroom administrative services consisting of, but not limited to: accepting incoming mail from USPS and courier services such as UPS and FEDEX; accepts and signs for certified mail, registered mail and overnight

mail. Makes distribution of all mail using an Office Roster. Processes outgoing mail, metering flats, letters, packages, etc.

NOTE: IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON AN HOURLY RATE BASIS, USE THE FOLLOWING FORMAT:
Labor/Task Category, Government Hourly Rate, Government Daily Rate, Commercial Hourly Rate, Commercial Daily Rate, Government Discount %

IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON A UNIT/QUANTITY BASIS, USE THE FOLLOWING FORMAT:
Description, Government Unit/Quantity, Government Price, Commercial Unit/Quantity, Commercial Price, Government Discount %

OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 1 MAIL ROOM ADMINISTRATIVE SUPPORT

Services include, but are not limited to, accepting incoming mail from the United States Postal System (USPS) and courier services such as UPS and FedEx; accepts and signs for certified mail, registered mail and overnight mail; distribution of mail using an Office Roster; processes outgoing mail, metering flats, letters, and packages.

Sales: \$15,902,386

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R604

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561110	Office Administrative Services	\$7 million

733 2 --- Presort Mail

Provides all management, supervision, labor, materials, supplies and equipment and shall plan, schedule, coordinate, and assure effective performance of all services described herein.

Contractors will be required to provide a minimum of presort mail and barcode services applicable to the postage discount level offered, for domestic First Class Federal Government

Mail, for various Federal Agencies in accordance with standard commercial practices and all USPS regulations. Contractors are required to have and continually maintain an USPS Coding Accuracy Support System (CASS) certification.

NOTE: POSTAGE RATE SERVICES PREVAILING USPS R100 FIRST CLASS

POSTAGE RATE

No automation-Presorted Metered_____

Automation Basic Metered_____

Automation 3 Digit Metered_____

Geographic Area of Coverage(i.e. city, county, metro area, etc.)____

OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 2 MAIL PRESORT

Services include, but are not limited to, mail-presort and barcode services and clean-up below standard address format. No mail shall be rejected by the Contractor due to below standard address format. Each time a mail pickup is made, the Contractor's representative making the pickup must sign a prepared receipt that indicates the pickup date, and the exact number of pieces of mail consigned. The Contractor must collect and maintain this information and make it available to the agency for examination upon request by the Contracting Officer or the Contracting Officer's Representative.

All automation rate mailings must be address coded by Coding Accuracy Support System (CASS) certified software using the current ZIP+4 database.

Sales: \$2,222,063

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

733 3 --- Miscellaneous Mail Services

Provides management, supervision, labor and equipment and plans, schedules, coordinates and assures effective performance of all services described. Consists of preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering and stamping mail.

NOTE: IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON AN HOURLY RATE BASIS, USE THE FOLLOWING FORMAT:

Labor/Task Category, Government Hourly Rate, Government Daily Rate, Commercial Hourly Rate, Commercial Daily Rate, Government Discount %

IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON A UNIT/QUANTITY BASIS, USE THE FOLLOWING FORMAT:

Description, Government Unit/Quantity, Government Price, Commercial Unit/Quantity, Commercial Price, Government Discount %

IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON A FIXED PRICE BASIS, USE THE FOLLOWING FORMAT:

Description, Government Price, Commercial Price, Government Discount %

OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 3 MISCELLANEOUS MAIL SERVICES

Services include, but are not limited to, preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering and stamping in accordance with standard commercial practices and all United States Postal Service (USPS) regulations.

Sales: \$78,184,650

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

733 4 --- List Management Services

Consists of data entry, address label printing, lists management, list cleanup and list coding.

NOTE: OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 4 LIST MANAGEMENT SERVICES

Services include, but are not limited to, data entry, address label printing, lists management, list cleanup and list coding.

Sales: \$4,467,158

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R604

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

733 5 --- Mailroom Ergonomic Analysis Services

Provides mailroom ergonomic analysis services that may include, but are not limited to: workflow analyses, studying and improving mailroom processes, productivity studies, task analysis, time and motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments.

NOTE: OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials,

equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 5 MAIL ROOM ERGONOMIC ANALYSIS SERVICES

Services include, but are not limited to, workflow analyses, studying and improving mailroom processes, productivity studies, task analysis, time and motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R604

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

733 6 --- Mail Screening and Inspection Services

This Service involves on-site and off-site examination of incoming mail, packages, etc. to detect any form of contamination (e.g., hazardous materials, chemicals, or explosives). This service includes personnel, materials, equipment, and facility to properly screen and inspect all incoming mail.

NOTE: OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

SIN 733 6 MAIL SCREENING AND INSPECTION SERVICES

This service involves on site and/or off site examination of all incoming mail, to detect any form of contamination (e.g., hazardous chemicals, anthrax or explosive). It includes Key

Personnel, Specialized Equipment, and Supervision to properly screen and inspect incoming mail.

Sales: \$137,007

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

Group Name: Office/Business Products & Solutions

47 145 --- Typewriters

This SIN includes manual, non-electric/electric types - dictionary type, multilingual, electronic office, word processing, and professional/non-professional w/without disk drive, spell check.

This SIN includes directly related attachments, accessories and supplies.

Sales: \$202,741

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7430

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

47 147 --- Security Applications for Business Machines

(SMALL BUSINESS SET ASIDE) This SIN includes security applications for office equipment (e.g., computers/monitors, keyboards, printers, fax machines, TV and VCR, calculators, copiers, medical equipment, cash registers, printers, typewriters laboratory Systems, word processors, audio/visual. This equipment is to be secured within any environment to deter unlawful removal of equipment. A combination of security solutions include (e.g., anti-theft software tracking system, - manage PC from a network location, switch for computer case, motion sensor, security hardware (e.g., metal plates and cable, strong adhesive, and other related options). This SIN includes all directly related conventional and biometric products, software, attachment, accessories and supplies.

NOTE: *SMALL BUSINESS SET-ASIDE SIN*

Sales: \$113,747

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: Yes

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

47 355 --- Dictating and Transcribing Machines and Systems

This professional PC Dictation System that offers the user state-of-the art technology and digitize recording with a full voice recording system interface via network connected card reader with superior digital sound. No need for special telephone connections or wireless networks, superior digital sound quality, ID programmable to eliminate user input. The user has the option to instantly access deletions and re-record hands free. Restore missing information hands free without missing a word. The products may include: hand-held voice/data digital recorder with multifunction LCD display, voice documents, personal voice messaging, card reader, pc-based dictation application and digital kits. Additional features for enhancement purposes are software package, high-quality microphone designed for speeches, dedicated mouse, internal speaker for voice playback, sound card etc. Units are available in standard, mini, and micro cassette configurations.

Sales: \$49,879

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

50 177 --- Date and Time Stamps

This SIN includes electric/non-electric date and stamps which automatically print date and time (e.g., month, date, and time, number and date, TEXT stamp for signature or message and check signer. Includes directly related accessories, attachments and supplies.

Sales: \$257,900

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
339943	Marking Device Manufacturing	500 employees

50 180 --- Time and Attendance Program Systems

This SIN includes analog and digital Time and Attendance Program Systems. It includes the traditional time clock that gives the employee the option to walk to clock in. The digital version delivers accurate attendance and a host of capabilities which allows the manager to track time and attendance through network compatible software anytime right from their PC, enter the office by using a pin number and the employee is automatic clocked in. Perfect for organization with contractors to track paid and non-paid breaks. Payroll accounting system

may be available. This SIN includes directly related accessories, attachments and supplies.

NOTE: *SMALL BUSINESS SET-ASIDE SIN*

Sales: \$7,078

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: Yes

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

50 281 --- Calculators

This SIN includes a wide range of calculators such as basic, business, electronic, fraction, metric conversion, programmable/non-programmable, scientific, statistical, printing, graphic, web-site/financial. Includes directly related accessories, attachments, supplies and software.

Sales: \$6,351

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7420

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

50 7002 --- Stencil Cutting Machines

This SIN includes a wide range of stencil cutting machines for all types of business applications such as industrial, military, municipal and transportation and related accessories, attachments and supplies.

Sales: \$341,679

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

51 001 --- Office Products for the Impaired

This SIN covers turnkey products for vision, hearing, mobility and cognitive language impairments primarily used for disabilities. The purpose is to caption a subtitle from an analog and digital files format to quickly format text into individual captions, displayed on the computer screen, and video screen from one language into several languages. The files may

include the following formats (e.g., microsoft word, wordperfect (any language), text with/without time code in and out, cheetah, inc. files, captions inc. files). The products may include: closed captioning systems (works with closed captioning encoders to create closed captions - can be placed anywhere on the screen), open captioning systems for compressed video, real-time captioning, encoders (work closely with closed captioning software to encode captions), and decoders. Include attachments, accessories, supplies and software.

Sales: \$56,513

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
512191	Teleproduction and Other Postproduction Services	\$29.5 million

51 002 --- Business Card Scanner and Solutions

This SIN includes handheld and desktop business card scanners that automatically read and organize business cards. Text information is stored into its proper fields - name, title, address, city, state, zip code, country, phone, fax, e-mail and web address. The user can easily search data on any of the fields and don't have to worry about missing words or numbers again. Perfect for creating business mailing list (e.g., workshops and conferences, training). Includes all directly related accessories, attachments, supplies and software.

Sales: \$0

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	\$25 million

165 205 --- Multimedia Office Cabinets, Displays, and Filing Systems including Pocket Card Frames and Portfolios

This SIN includes a wide range of multimedia office cabinets (e.g., aperture card, microfilm, microfiche, record keeping type), display and filing systems (e.g., file index desktop, powered/non rotary files, multimedia filing and storage products, racks, pocket card frames and portfolios, easel stands, plate holders) (including pocket card frames and portfolios). This SIN includes directly supplies, accessories and attachments.

Sales: \$12,129,089

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7125

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
337215	Showcase, Partition, Shelving, and Locker Manufacturing	500 employees

Group Name: Photographic Products, Services & Solutions

50 156 --- Personal & Document Identification Systems

This SIN includes Personal and Document Identification Systems that includes, but not limited to: eye, face, palm, fingerprint and voice recognition systems, public (private) key infrastructure are excluded (PKI). The Identification Systems may include but not limited to: Photo Identification Cameras and Systems and Embossed Card Systems. Systems may be PC assessable and may feature Smart Card Technology, such as, encoded magnetic strips, bar codes, signatures, etc. This SIN also includes all related software, attachments, accessories and supplies.

Sales: \$3,201,736

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
323119	Other Commercial Printing	500 employees

51 402 --- Multi-Media Readers, Reader-Printers and Systems

This SIN includes a wide range of Readers and Reader-Printers - electronic reader scanner systems, aperture card, microfilm, microfilm and universal, microfiche, microfilm - automated retrieval, microfiche, high-volume output reader-printers, sorter/collators and other related equipment. Includes directly accessories, and attachments (e.g., microfilm reel, cartridges/magazines and aperture cards (with/without film).

Sales: \$1,479,522

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

51 417 --- Microphotographic Film, Paper, Chemical Preparation and Equipment

This SIN covers a wide range of film, paper chemical preparation, related equipment and supplies. The film includes (silver halide used to process permanent records, computer output microfilm for COM units, duplicating film - for direct/indirect silver duplicators), dry silver film and paper (including aperture cards that have dry silver film in the opening), standard size microfilm copy prints paper. Chemical Preparations include (e.g., developers, fixers, and

specialties for reader-printer paper and a host of accessories, attachments and consumable supplies (e.g., leaders, trailers, splice, tab). The Related Equipment includes (e.g., microphotographic duplicating and developing equipment - used in the duplication of Diazo, Thermal and Silver Gelatin Microfilms), Black and White Negatives or Color Wet-Processing Equipment, Microfilm Finishing and Editing Equipment - includes microfilm finishing and editing equipment including (e.g., microfilm cutters, trimmers notchers, and splicers, jacket/aperture, card loaders and filler (e.g., mounters and inserters, magazine and cartridge loaders, manual motorized, table model station) and Microphotographic Inspection and Quality Control Equipment (used for cleaning equipment, test kits, rewinds, test targets). Includes directly related accessories and attachments (e.g., MicroFilm Reel, Cartridges/Magazines and Aperture Cards (without film).

Sales: \$95,268

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
325992	Photographic Film, Paper, Plate and Chemical Manufacturing	500 employees

51 1001 --- Introduction of New Products/Services (INPS SIN)

A new or improved product/services is a product/service, offered at any time that has the potential to provide economical or efficient means for Federal agencies to accomplish their mission. It may be a service/product existing in the commercial market, which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task, service, or procedure within the scope of the Federal Supply Schedule, not currently available under any GSA contract. The contractor shall be capable of demonstrating that the product/service has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently under any GSA contract. As determined by the Government, there are no similar items currently available under an existing Special Item Number (SIN). Contractors must understand that there is no guarantee that the product/service offered be recognized and accepted as a new product/service. Technical review of products/services may be considered. The Government has sole discretion to determine whether a product/service shall be accepted as a new product/service. Note: If the services proposed is found acceptable under this schedule, additional information may be required such as (e.g., samples of work requirements, past/current references) and commercial/government pricing. At that time, criteria will be developed.

Sales: \$6,672,803

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333313	Office Machinery Manufacturing	1000 employees

51 B36 2A --- International - All Equipment under this Schedule

Includes overseas purchase of copiers, accessories, supplies; rental/lease of copiers; and maintenance and repair and other directly related requirements. Includes all directly related accessories, attachments, and supplies.

Sales: \$7,220,559

Sales Period: Oct 1, 2009 to Sep 30, 2010

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 3610

Maximum Order : \$350,000

NAICS

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

Part II - CONTRACT TERMS AND CONDITIONS

Begin Regulation

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

Begin Regulation

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under <http://www.FederalReporting.gov>.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

(A) In the subcontractor's preceding fiscal year, the subcontractor received —

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

Begin Regulation

52.210-1 MARKET RESEARCH (APR 2011)

(a) *Definition.* As used in this clause —

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition

Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to —

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that —

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

Begin Regulation

**52.212-4 CONTRACT TERMS AND
CONDITIONS—COMMERCIAL ITEMS (JUN 2010) (DEVIATION
FEB 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays

of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable

and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be

incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

Begin Regulation

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II – DEC 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[N/A] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Clause

	(OCT 2010)	
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (SEP 2009)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made

available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Begin Regulation

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Begin Regulation

52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)16.506(b)

- (a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of (See Goods and Services Section of the Solicitation Document);
 - (2) Any order for a combination of items in excess of \$500,000; or
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

Begin Regulation

52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)

16.506(e) FSS A/L FC-94-2

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

Begin Regulation

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

- (a) Definitions. As used in this clause—

Act means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

- (c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall

be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the

unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination

attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime Contractor under this or any other Government contract with the prime Contractor such sums as an appropriate official of the Department of Labor

requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may either enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Ruling and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance

with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Begin Regulation

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definitions.

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) _____, * a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

* The Contractor shall insert the name of the substance(s).

Begin Regulation

52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

(a) Definition. As used in this clause--

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR[®] products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR[®] Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR[®] at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

Begin Regulation

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND
MATERIAL SAFETY DATA (JAN 1997)
(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Begin Regulation

52.225-5 TRADE AGREEMENTS (AUG 2009)

(a) *Definitions.* As used in this clause —

“Caribbean Basin country end product”—

(1) Means an article that —

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

- (1) General Note 3(c), Products Eligible for Special Tariff treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce

with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
 - (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.
- (b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
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52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.222-6	DAVIS-BACON ACT (JUL 2005)	Clause
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause

52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (DEVIATION I - MAY 2003)	Clause
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES--COOPERATIVE PURCHASING (MAY 2004)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

(a) *Definitions.*

Approved program means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

Defense Priorities and Allocations System (DPAS) means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

Delegate Agency means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

Rated order means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) Rated Order Requirement.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) Additional information.

Additional information may be obtained at the DOC DPAS website <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

Begin Regulation

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
---	---	--

ALL	30	_____
_____	_____	_____
_____	_____	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

_____ **Begin Regulation** _____

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD	Clause

	SCHEDULE) (JUL 2003)	
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000)	Clause

Begin Regulation

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)	Clause
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
- (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
- (3) Increases are requested before the last 60 days of the contract period.
- (4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 20 percent for products and 8 percent for services percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
- (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
- (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
- (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (AUG 2010)

(a) Delivery orders (orders) will be placed by:

Eligible Ordering Activities

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Office of the Chief Information Officer (OI),
2100 Crystal Drive,
Arlington, VA 22202

Telephone: (703) 605-9444

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

Begin Regulation

**552.238-76 Definition (Federal Supply Schedules)--Recovery
Purchasing (FEB 2007)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.

☐ Contractor will provide overseas delivery only.

☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

Begin Regulation

552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract

formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, ``Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

Begin Regulation

552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) 543.205(b)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

- (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
- (ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
- (iii) Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
- (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).
- (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.
- (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
- (vii) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

- (i) Distribute a supplemental paper Federal Supply Schedule Price List within

15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

Note: Regulation 552.243-72

NOTE: Effective January 11, 2010, Integrated Workplace Acquisition Center (IWACenter) Schedule 36 will only accept contract modification requests submitted electronically through the eOffer/eMod system (<http://eoffer.gsa.gov/>). Contractor initiated modifications transmitted by means other than through the eMod system will be rejected as of January 11, 2010.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as

determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

_____ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

_____ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Product	Standard

There are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards. Acceptable proof of conformance

includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

Begin Regulation

C-FSS-425 WORKMANSHIP (OCT 1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

Begin Regulation

C-FSS-427 ANSI STANDARDS (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

Begin Regulation

**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART
51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES)
(JAN 2010)**

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

Begin Regulation

D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR Parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as "Combustible" and "ORM," shall not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1910.1200; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

Begin Regulation

D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992)

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	Charge for Performance-Oriented Packaging

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

Begin Regulation

D-FSS-456 PACKAGING AND PACKING (APR 1984)

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

Begin Regulation

E-FSS-521-D INSPECTION (MAY 2000)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)

(a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove

or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) **Additional Costs for Inspection and Testing.** When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

Begin Regulation

F-FSS-202-G DELIVERY PRICES (JAN 1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	Yes	No
Alaska		
Hawaii		
Puerto Rico		

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

Begin Regulation

**F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE
(JAN 1994)**

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

Begin Regulation

**F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY
WITHIN CONSIGNEE'S PREMISES (MAY 2000)**

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery

requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGE (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

Begin Regulation

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

Begin Regulation

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete

paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

**G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM
(MAS) (JAN 1999)**

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

Begin Regulation

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

Begin Regulation

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

Begin Regulation

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive

Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-468 AVAILABILITY OF REPAIR PARTS (MAR 1986)

Manufacturers receiving an award under this solicitation shall make available any parts, service manuals, schematics, and similar repair and maintenance information to local suppliers of repair, maintenance and rehabilitation services that are awarded a General Services Administration (GSA) contract for maintenance, repair or overhaul of Government owned equipment. The parts, service manuals, schematics and similar repair and maintenance information shall be made available at reasonable prices which are not higher than those normally charged other similar customers, and in sufficient quantities to fulfill the requirements of the GSA repair and maintenance contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-546 GUARANTEE (APR 1984)

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*TM (SEP 2000)

- (a) The Contractor must participate in the GSA *Advantage!*TM online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use

electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!TM.

(1) GSA Advantage!TM will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!TM enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!TM may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor.

Incentives shall be based on objectively measurable tasks.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.
8. Prompt payment terms.
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
21. List of service and distribution points (if applicable).
22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

Begin Regulation

I-FSS-624 OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)

Ordering offices using this Federal Supply Schedule should select the appropriate and most economical copier equipment and/or plans for the application intended. The selection process should include a review of the functional and financial advantage of all available copying processes. FAR 7.4, Equipment Lease or Purchase, provides guidance in determining whether equipment should be acquired by lease or purchase; (FAR 8.404 provides ordering procedures applicable to Federal Supply Schedules.

Pursuant to a recommendation of the General Accounting Office and in order to assist ordering offices in this evaluation, office copying machine contractors are requested to include in their authorized pricelists specific factual and objective information concerning the productivity and supply use associated with each copier. Such information should relate to the price of equipment and/or plans, price of supplies, rates of consumption, machine production rate, etc., and may include price-per-copy computations. The information furnished should be predicated upon equipment and supplies at prices awarded on the schedule contract. Supply costs should be based on the use of supplies offered by the Contractor for the specific model. Contractors should state all assumptions and the basis for their calculations.

The principal value of the information requested will be to expedite the selection of the appropriate and most economical equipment and/or plan. This will largely depend upon the clarity and reliability of the information

furnished. The Contractor should state that all calculations are his own and that he is solely responsible for their accuracy.

Begin Regulation

I-FSS-626 SERVICE POINTS (AUG 1986)

Offerors are required to include in their pricelists the names and addresses of supply and service points and indicate whether they are stocking or service points, or both.

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

I-FSS-680 DISSEMINATION OF INFORMATION BY

CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
 - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination

of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 20 percent for products and 8 percent for services percent (.) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Part III - VENDOR INSTRUCTIONS

52.212-1, INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

The appropriate NAICS codes may be found in Part I, GOODS & SERVICES, of this solicitation following each SIN. Notwithstanding paragraph (a) below, this information is not provided in Block 10 of the SF 1449.

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have _____ have not _____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under

I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting

Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) *Definitions.* As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror _____ has _____ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i),

(c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Begin Regulation

**52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL
ITEMS (JUN 2008)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the

person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award* (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

- (1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to --

GSA Federal Supply Service Specifications Section,
Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Note: Regulation 52.212-1

The appropriate NAICS codes may be found in Part I, GOODS & SERVICES, of this solicitation following each Special Item Number (SIN). Notwithstanding paragraph (a) above, this information is not provided in Block 10 of the Standard Form (SF) 1449.

Begin Regulation

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

As determined by the contracting officer and any authorized representative.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite-Delivery-Indefinite-Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
General Services Administration Integrated Workplace Acquisition Center (GSA/FAS/3QSA)
2200 CRYSTAL DRIVE ARLINGTON VA 22202-4502

(b) The copy of any protest shall be received in the office designated above within one day of filing a

protest with the GAO.

Begin Regulation

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (ALTERNATE I - JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING
SOLICITATION (DEC 2000)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the

contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

**A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(OCT 1988)**

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: Special Item Numbers (SINs):

20-220 - Projection Screen, Stand, Printer (Enlarger), Systems

51-101-7 - Transparency Film

47-147 - Security Applications for Business Machines

50-180 - Time and Attendance Program Systems.

Begin Regulation

**A-FSS-35 EXCEPTIONS TO CLAUSE 52.225-5, TRADE
AGREEMENTS (NOV 2002)**

Clause 52.225-5, Trade Agreements, and its companion certification provision which are included elsewhere in this solicitation, are applicable to all items in this solicitation EXCEPT the following:

Please contact the Contracting Office.

Begin Regulation

**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND
HOURS OF OPERATION (NOV 1999)**

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 036 are listed below

SIN #	SIN Title	Total Sales in \$
20 220	Projection Screen, Stand, Printer (Enlarger), Systems	\$479,511
20 300	Projectors & Electronic Whiteboards	\$305,164
47 145	Typewriters	\$202,741
47 147	Security Applications for Business Machines	\$113,747
47 355	Dictating and Transcribing Machines and Systems	\$49,879
50 156	Personal & Document Identification Systems	\$3,201,736
50 163	Mail Processing Machines, Systems and Related Software	\$8,208,151
50 177	Date and Time Stamps	\$257,900
50 180	Time and Attendance Program Systems	\$7,078
50 205	Rental Plan for Postage Meters and Related Mailing Equipment	\$3,227,035
50 281	Calculators	\$6,351
50 287	Money Handling & Processing Machines	\$452,295
50 7002	Stencil Cutting Machines	\$341,679
51 001	Office Products for the Impaired	\$56,513
51 002	Business Card Scanner and Solutions	\$0
51 55	Rental Plan for Copiers	\$4,540,481
51 56	Repair of Government-Owned Equipment (all equipment covered under this schedule) for equipment not under Maintenance Service Agreement	\$1,757,135
51 57	Maintenance Service Agreement For Copiers	\$148,933,064
51 58	Lease to Ownership Plans (LTOP) Copiers	\$33,225,840
51 58A	Operating Lease Plan For Copiers	\$40,722,947
51 58B	Operating Lease Plan - (All Other Products)	\$1,454,449
51 100	Copiers	\$62,285,774
51 100C	Cost-per-Copy Plan for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)	\$7,047,507
51 100F	Flat Rate Monthly Fee Copying Plan For Copiers	\$34,024,648
51 101 2	Consumable Supplies for Copiers, Computers Printers and Fax Machines	\$6,373,163
51 101 7	Transparency Film	\$104
51 208	Maintenance Service Agreement For all Other Equipment Repair, replacement, and spare parts for equipment other than copiers, including their associated accessories and attachments.	\$1,476,092
51 212	Post Copying/Finishing Equipment and Supplies	\$2,178,842
51 229	Digital Duplicating Equipment	\$81,461
51 402	Multi-Media Readers, Reader-Printers and Systems	\$1,479,522
51 409	Network, Optical Imaging Systems and Solutions	\$2,671,378
51 417	Microphotographic Film, Paper, Chemical Preparation and	\$95,268

	Equipment	
51 500	Managed Print Services	\$0
51 501	Needs Assessment and Analysis Services	\$9,300,206
51 503	Education and Training Support Services	\$272,328
51 504	Records Management Services	\$89,449,540
51 505	Document Production On-site and Off-site Services	\$88,597,914
51 506	Document Conversion Services	\$51,078,408
51 507	Destruction Services	\$7,121,983
51 508	Litigation Support Services (LLS)	\$6,131,054
51 509	Network Connectivity Support Services	\$80,515
51 1000	Ancillary Supplies and/or Services	\$6,966
51 1001	Introduction of New Products/Services (INPS SIN)	\$6,672,803
51 B36 2A	International - All Equipment under this Schedule	\$7,220,559
165 205	Multimedia Office Cabinets, Displays, and Filing Systems including Pocket Card Frames and Portfolios	\$12,129,089
733 1	Mail Room Management Services	\$15,902,386
733 2	Presort Mail	\$2,222,063
733 3	Miscellaneous Mail Services	\$78,184,650
733 4	List Management Services	\$4,467,158
733 5	Mailroom Ergonomic Analysis Services	\$0
733 6	Mail Screening and Inspection Services	\$137,007

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Note: Regulation K-FSS-1

To avoid complications, it is recommended that 2 or more people are authorized.

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
 - (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by a date to be determined..

Begin Regulation

**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS
(INSP) (NOV 2000)**

- (a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

- (b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

- (c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

- (d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall

be interpreted as a promise that an award will be made.

Begin Regulation

M-FSS-329 COMMERCIAL PRICE LISTS (SEP 1995)

- (a) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price lists must accompany the offer. Commercial catalogs and/or price lists shall be those that contain "established catalog or market prices" as set forth in clause M-FSS-330, Basis for Price Negotiation. Special catalogs or price lists printed for the purpose of this offer, showing only net prices to the Government or reference to previous submissions, are not acceptable.
- (b) Beside each offered item in the commercial catalog and/or price list, the offeror shall write the special item number under which the item is being offered. All other items shall be marked "excluded," lined out, and initialed by the offeror.
- (c) If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.
- (d) Items containing jewel bearings. If compliance with clause 52.208-1, Required Source for Jewel Bearings, is required and results in increases over commercial list prices, the offeror shall submit a separate list showing for each item (1) item identification, (2) number, size, and type of jewel bearings, and (3) the additional price, if any, resulting from the required purchase of Langer-made jewel bearings; such price to be added to the Contractor's list price. This additional price will be accepted by the Government if determined to be reasonable by the Contracting Officer, and this information shall be included in the cover page of the Federal Supply Schedule Price List.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I – JAN 2011)

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Begin Regulation

52.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

IMPORTANT NOTICE: Offeror Representations and Certifications must be completed in the Online Representations and Certifications (ORCA) database and must be updated as necessary, but at least annually. Visit <http://orca.bpn.gov> to access the ORCA website. The offeror should complete a copy of paragraph (b) of clause 52.212-3 in the ORCA record if any representations and certifications for this solicitation differ from those posted in the offeror's ORCA file and return it as an "Other" (optional-offeror defined) document with your eOffer.

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision —

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined

in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern” —

- (1) Means a small business concern —
 - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern —

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

- (b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business

offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either —

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(9) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act— Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if

the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

Not Applicable (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

Not Applicable (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) *Common parent.*

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

 Name _____.

 TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) [Reserved]

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.